

Date: 2020

Paradigm Wellington Limited

as Landlord

[.....]

As Tenant

Residential Long Lease

relating to Flat M[], 1 Polytechnic Street , Woolwich , London ,
SE18 6PB

Contents

No	Heading	Pages
1.	Definitions and Interpretation	4
2.	Demise	8
3.	Payment of Rent	8
4.	Tenant's Covenants	9
5.	Landlord's Covenants	9
6.	Provisos	9
7.	Contracts (Rights of Third Parties) Act 1999	11
	Schedule 1	12
	The Property	12
	Schedule 2	13
	Rights Granted to the Tenant	13
	Schedule 3	14
	Rights Excepted and Reserved to the Landlord and Others	14
	Schedule 4	15
	The Service Charge	15
	Part 1	15
	Part 2	15
	Part 3	17
	Provisions relating to payment of Service Charge	17
	Schedule 5	18
	Covenants by the Tenant	18
	Schedule 6	23
	Covenants on the part of the Landlord	23
	Schedule 7	25
	Regulations	25
	Schedule 8	26

Rent Review	26
Schedule 9	28
Form of Deed of Covenant to be executed on Assignment/Transfer of Lease	28

LR1-14 Land Registry prescribed clauses

LR1. Date of Lease	[.....].2020
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s)</p> <p>LR2.2 Other title numbers</p> <p>None</p>
LR3. Parties to this Lease	<p>Landlord</p> <p>Paradigm Wellington Limited incorporated and registered in England and Wales with company number 09278919 the registered office of which is at Tait Walker, 1 Massey Road, Thornaby, Teesdale Park, Stockton-On-Tees TS17 6DY</p> <p>Tenant</p> <p>[.....] (a company incorporated and registered in England under company registration number [.....]) whose registered office is at [.....]</p> <p>Other parties</p> <p>[None]</p>
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>Schedule 1 to this Lease.</p>
LR5. Prescribed statements etc.	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p>None</p> <p>LR5.2 This Lease is made under, or by reference to, provisions of:</p> <p>None</p>
LR6. Term for which the Property is leased	The term as specified in the Particulars to this Lease.
LR7. Premium	[.....] Pounds (£[.....])
LR8. Prohibitions or restrictions on disposing of this Lease	This lease does contain a provision that prohibits or restricts dispositions

<p>LR9. Rights of acquisition etc.</p>	<p>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</p> <p>There are none</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this Lease</p> <p>There are none</p> <p>LR9.3 Landlord's contractual rights to acquire this Lease</p> <p>There are none</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p>	<p>None</p>
<p>LR11. Easements</p>	<p>LR11.1 Easements granted by this Lease for the benefit of the Property</p> <p>The rights granted in Schedule 2 to this Lease.</p> <p>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property</p> <p>The rights reserved in Schedule 3 to this Lease.</p>
<p>LR12. Estate rent charge burdening the Property</p>	<p>None.</p>
<p>LR13. Application for standard form of restriction</p>	<p>The Parties to this lease apply to enter the following standard form of restriction against the title of the Property</p> <p>No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number AGL88283 or their conveyancer that the provisions of paragraph 36 of Schedule 5 to the lease dated [REDACTED] and made between [REDACTED] have been complied with or that they do not apply to the disposition</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.</p> <p>OR</p>

	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust <i>Complete as necessary</i></p>
--	---

THIS LEASE is made the [.....] day of [.....] 2020

BETWEEN:

- (1) **PARADIGM WELLINGTON LIMITED** incorporated and registered in England and Wales with company number 09278919 the registered office of which is at Tait Walker, 1 Massey Road Thornaby , Teesdale Park, Stockton-On-Tees TS17 6EN (the "**Landlord**");
- (2) [.....] [**LIMITED**] [**PLC**] a company registered in [England] (company registration no. [.....]) whose [registered office][principal place of business] is at [.....] (the "**Tenant**");

IT IS AGREED:

1. Definitions and Interpretation

1.1 In this Deed unless the context otherwise requires the following expressions shall have the following meanings:-

"**1994 Act**" means the Law of Property (Miscellaneous Provisions) Act 1994;

"**Access Licence**" an access licence dated [] made between (1) The Mayor and Burgesses of the London Borough of Hounslow and the Council of the London Borough of Ealing (2) Berkshire Assets (West London) Limited;

"**Accounting Year**" means the period of twelve months ending on 30 September in each year or such other period as the Landlord in his discretion determines as being that for which his accounts, either generally or in respect of the Estate, are to be made up;

##INCLUDE IF PROPERTY HAS A BALCONY##

["**Balcony**" the area coloured blue on Plan 1 but excluding such parts of it which comprise Retained Parts;]

"**Base Figure**" means [RPI figure for month before the Commencement Date];

"**Building**" means the building on the Estate including

- (a) the Structure
- (b) all Service Installations not used solely for the purpose of one Flat
- (c) all additions and improvements

BUT excluding the individual Flats

"**Car Parking**" all future occupiers of the approved development cannot apply for, obtain, or hold an on-street parking permit to park a vehicle on the public highway within the administrative district of the Local Planning Authority (other than a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or similar legislation); all occupiers of the approved development are required to surrender any such permit wrongly issued or held; and such scheme or agreement shall be implemented prior to the occupation of the development hereby permitted and shall be retained and operated for the lifetime of the development.

"Commencement Date" means the date of commencement of the Term being 1 January 20[]

"Common Parts" means the roads forecourts paths footpaths ramps bin store cycle and motorcycle area the entrance halls staircases landings lobbies lifts and other ways and areas within the Estate which are from time to time during the Term provided and designated by the Landlord for common use by the tenants and occupiers of the Building (or part of it) or persons authorised by them in common with the Landlord and all those authorised by it;

"Estate" means the land buildings and grounds (including all boundary walls fences gates and features) known as Parkview, Great West Road, Brentford, TW8 9AZ the freehold title to which is shown edged red on Plan 2 and registered at the Land Registry with title number AGL88283 or such larger or smaller area of land owned by the Landlord as the Landlord shall from time to time notify to the Tenant in writing;

"Estimated Service Charge" means for each Accounting Year such sum as shall be notified by the Landlord as being a reasonable estimate of the a fair and proper proportion of the Service Costs to be paid by the Tenant on account of the Service Charge during such Accounting Year;

"Flats" means the self-contained flats now or at any time during the Term constructed in or upon the Building and "Flat" shall be construed accordingly;

"Index" means the index figure of the Retail Prices Index published by the Office of National Statistics or any successor Government department or body responsible for compiling it;

"Index Figure" means the Index figure for the month preceding the relevant Review Date;

"Initial Rent" means 0.1% of the Premium subject to review under the provisions of Schedule 8;

"Insured Risk" means any one of the Insured Risks;

"Insured Risks" means fire storm tempest explosion lightning aircraft (other than hostile aircraft) and other aerial devices and articles dropped therefrom theft riot civil commotion malicious persons earthquake landslip heave subsidence flooding bursting and overflowing of water pipes tanks and other apparatus impact by road vehicles and property owners liability but excluding such risks as cannot be insured against in the UK insurance market at a reasonable rate or on reasonable terms or which the Landlord in its reasonable discretion considers cannot be insured against in the UK insurance market at a reasonable rate or on reasonable terms and such as the Landlord may from time to time reasonably require subject in each case to such excesses exclusions or limitations as the insurers may require;

"Interest Rate" means four per centum per annum above the base rate of Barclays Bank plc from time to time;

"Plan 1" means the plan annexed to this Lease and marked "Plan 1";

"Plan 2" means the plan annexed to the Lease and marked "Plan 2"

"Payment Day" means any one of the Payment Days;

"Payment Days" means 1 January and 1 July in each year;

"Planning Acts" means the statutes statutory instruments orders rules or regulations from time to time in force relating to town and country planning;

"Property" means the property demised by this Lease as described in Schedule 1;

"Rent" means the Initial Rent or such annual rent as is calculated in accordance with Schedule 8;

"Rent Day" means 1 January in each year;

"Retained Parts" means those parts of the Estate the Building and the Service Installations not included nor intended to be included in the Property or a demise of any other part of the Building by a lease in a form similar to this Lease including (without prejudice to the generality of the foregoing) the Common Part the Car Park the Structure any bin store meter/supply rooms the entry and security systems fire alarm and prevention equipment for the Building and any communal aerials satellite dishes or other transmission receiving equipment and also the landscaped areas external lighting gates walls and fences and other external areas and boundary structures on the Estate other than those included in any Flat on the Estate;

"Review Date" means every tenth anniversary of the Commencement Date;

"Review Period" means the period beginning on any Review Date and ending on the day before the next Review Date or the date of expiry of the Term (as the case may be);

"Services" means the services set out in Part 1 of Schedule 4;

"Service Charge" means a fair and proper proportion of the Service Costs;

"Service Costs" means all items of expenditure as set out in Part 2 of Schedule 4 incurred by the Landlord and any VAT payable thereon including any expenditure incurred by a third party for and on behalf of the Landlord where the Landlord is liable to reimburse the third party for that expenditure and including any expenditure incurred in relation to a larger area but properly apportioned to the Estate;

"Service Installations" means sewers drains channels pipes watercourses gutters mains wires cables ducts flues conduits tanks and soakaways and other conducting media (including without prejudice to the generality of the foregoing any ventilation heating central heating cooling (whether water or air cooling plant) hot water security entry phone or mechanism alarm sprinkler emergency fire-fighting power communications telecommunications sewerage water electricity fire alarm and prevention equipment communal aerials satellite dishes or other transmission receiving equipment or other equipment machinery apparatus installations plant equipment fixtures and fittings connected to or associated with them) and any other apparatus for the supply of water electricity gas telecommunications or television signals or for the disposal of foul or surface water or for the transmission of any other medium;

"Storage Area" means such space within the storage area of the central core of the Building as the Landlord shall from time to time designate;

"Structure" means the exterior and structure of the Building from time to time including the roofs gutters rainwater pipes foundations floors all walls parapets chimneys mansard roofs roof supporting structures main walls external walls external ornamentation and features as well as all exterior retaining walls structural pillars and other supporting structures bounding individual Flats;

"Term" means 250 years commencing from 1 January 20[] [drafting note - in the year of first completion];

"VAT" means Value Added Tax and includes any comparable future tax.

- 1.1 The Prescribed Clauses are incorporated into this Lease and terms defined in the Prescribed Clauses have the same meanings in this Lease
- 1.2 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 1.3 "Landlord" includes the person for the time being entitled to the reversion immediately expectant upon the Term
- 1.4 "Tenant" includes the person for the time being entitled to the Term and where the Tenant is more than one person all covenants and agreements on the part of the Tenant contained in this Lease shall be deemed to have been made jointly and severally by all such persons constituting the Tenant
- 1.5 Any reference to any statute or statutes shall include any statutory extension modification and re-enactment of such statute or statutes and any order regulation or bye-law thereunder
- 1.6 References to any right exercisable by the Landlord shall where the context so admits include the exercise of such right by all persons authorised by the Landlord
- 1.7 Reference to any obligations on the part of the Landlord shall where the context so admits include the performance of such obligations by its agents and all other persons or companies authorised by it
- 1.8 Person includes a corporate or unincorporated body
- 1.9 Headings are for convenience only
- 1.10 "in particular", "including" or "include(s)" are without limitation
- 1.11 Act or omission of the Tenant includes the act or omission of any undertenant or permitted occupier
- 1.12 Reference to a statute or order:
 - (a) is a reference to it as amended or re-enacted from time to time (unless otherwise stated); and
 - (b) includes any subordinate legislation and guidance made under it
- 1.13 A prohibition on an activity or state of affairs includes a prohibition on allowing it and requires the relevant party to use reasonable endeavours to prevent a third party from breaching the prohibition
- 1.14 "notify" and "nominate" (and cognate expressions) require the notification or nomination to be in writing
- 1.15 "writing" (and cognate expressions) do not include fax or email
- 1.16 There shall be implied in every Tenant's obligation in this Lease:
 - (a) a covenant by the Tenant fully to indemnify the Landlord against the consequence of any breach by the Tenant of such obligation
 - (b) a covenant by the Tenant to prevent any person under its control from breaching such obligation

2. Demise

2.1 In consideration of the Premium now paid by the Tenant to the Landlord (the receipt of which the Landlord acknowledges) and of the rents and the covenants on the part of the Tenant respectively reserved by and contained in this Lease the Landlord demises to the Tenant the Property TOGETHER WITH the rights set out in Schedule 2 which rights are subject to and conditional upon the Tenant paying the Service Charge as provided in this Lease EXCEPTING AND RESERVING to the Landlord and all other tenants of the Building (or part of it) and all persons authorised by the Landlord the rights set out in Schedule 3 TO HOLD the Property to the Tenant for the Term paying during the Term the following rents:

- (a) the Rent yearly in advance on the Rent Day in each year the first payment being a proportionate part computed from the date of this Lease to the next Rent Day to be made on the execution of this Lease
- (b) the Estimated Service Charge and the Service Charge payable in accordance with Part 3 of Schedule 4
- (c) any applicable VAT payable on any of the foregoing rents
- (d) interest on any of the foregoing rents which may arise under this Lease

2.2 This Lease is granted with full title guarantee except as follows:

- (a) the Landlord shall not be liable under the covenant set out in Section 2(1)(b) of the 1994 Act for any costs associated with compliance with that covenant and such further assurance costs shall be at the cost of the Tenant;
- (b) the covenants set out in sections 2 and 3 of the 1994 Act shall not extend to any matters evident or ascertainable from documents of title deduced by the Landlord to the Tenant or from registers open to public inspection (including the registers of the Land Registry) which are deemed to be within the actual knowledge of the Tenant notwithstanding the provisions of section 6(3) of the 1994 Act;
- (c) the covenants set out in sections 2 and 3 of the 1994 Act shall not extend to charges, incumbrances or other rights exercisable by third parties unless either created by or within the actual knowledge of the Landlord
- (d) the covenants implied by Part I of the 1994 Act shall be limited to the effect that the Landlord shall not be deemed to be in breach of any of the covenants implied by Sections 2, 3(1) and 3(2) of the 1994 Act by reason of any matter or thing subject to which the Landlord agreed to sell the Property to the Tenant under the contract for sale to which this Lease gives effect
- (e) the covenant implied by Section 3 of the 1994 Act shall not apply to any rights granted by the Landlord in favour of any other property in the Building in similar form to those contained in this Lease or any statutory undertaker or like public utility company and which may affect the Property

3. Payment of Rent

3.1 The Tenant covenants with the Landlord to pay the Rent and other rents and money payable to the Landlord at the times and in the manner provided without any deduction whatsoever

3.2 Until the first Review Date the Rent is to be the Initial Rent

- 3.3 For each successive Review Period the Rent payable under this Lease is to be reviewed and the Rent payable shall be ascertained in accordance with Schedule 8

4. Tenant's Covenants

The Tenant with the intent to bind the Property and any person who may for the time being be the owner of an estate or interest in or the occupier of the Property covenants with the Landlord and as a separate covenant with each of the tenants for the time being of each of the other Flats in the Building for the benefit of the Flat respectively vested in the relevant tenant to observe and perform the obligations on the part of the Tenant set out in Schedule 5

5. Landlord's Covenants

Subject to there being no continuing breach of the covenants on the part of the Tenant contained in this Lease, such breach having been notified to the Tenant and not rectified within a reasonable period of time, the Landlord covenants with the Tenant (but so that upon any disposal by an outgoing Landlord of its reversionary interest in the Property the outgoing Landlord shall automatically be released from all liability under this Lease arising after the date of such disposal but without prejudice to the liability of the Landlord for any earlier act or default) to observe and perform the obligations on the part of the Landlord set out in Schedule 6

6. Provisos

IT IS AGREED AND DECLARED as follows:-

- 6.1 That if any rent or any part thereof or any other sum due under this Lease shall be unpaid for twenty one (21) days next after the same shall have become due (whether the same shall have been lawfully demanded or not) or if any covenant by the Tenant or condition contained in this Lease shall not be performed or observed by the Tenant the Landlord having given notice to the Tenant and their mortgagee of such breach and the breach not being rectified within a reasonable period of time then and in any such case it shall be lawful for the Landlord or any person or any persons authorised by it in that behalf at any time thereafter to re-enter the Property or any part in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach or non-observance by the Tenant of the covenants or conditions herein contained
- 6.2 That nothing contained in this Lease shall be deemed to create or evidence a building scheme and the Landlord shall be at liberty to sell or otherwise dispose of or deal with any part of the Building for the time being unsold for such purpose subject to the Landlord complying with paragraph 3 of Schedule 6 of this Lease
- 6.3 If during the Term the Property or any part thereof or the access thereto are destroyed or damaged by an Insured Risk so as to render it unfit for occupation and use and if the insurance of the Building has not been vitiated by the act neglect default or omission of the Tenant or any one on the Property either expressly or by implication with the Tenant's authority then the Rent or a fair proportion of it according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the Property or the access thereto have been reinstated so as to be fit for occupation and use (the amount of such proportion and the period of suspension to be determined in the case of dispute by the Landlord's surveyor acting as an expert)
- 6.4 No demand for acceptance of or receipt for rent by the Landlord after notice has been received by it of any breach of covenant by the Tenant shall be or operate as a waiver wholly or partially of any such breach but any such breach shall for all purposes of this Lease be a continuing breach of covenant so long as any matter contrary to the terms of this Lease shall be subsisting and no person taking any estate or interest under the Tenant shall be entitled to set up any such demand

- for acceptance of or receipt for rent by the Landlord as defence in any action or proceedings by the Landlord
- 6.5 Nothing in this Lease or in any consent granted by the Landlord under this Lease is to imply or warrant that the Property may lawfully be used under the Planning Acts for any particular purpose
- 6.6 The Tenant acknowledges that this Lease has not been entered into wholly or partly in reliance on any statement or representation made by or on behalf of the Landlord except any such statement or representation expressly set out in this Lease
- 6.7 While the Landlord is a limited company or other corporation, any licence, consent, approval or notice required to be given by the Landlord is to be sufficiently given if given under the hand of a director, the secretary or other duly authorised officer of the Landlord
- 6.8 A notice under this Lease must be in writing and to ensure safe receipt should be given by hand or sent by first class registered post or recorded delivery.
- 6.9 A notice to the Landlord should be delivered or sent to the Landlord at its registered office address or at such address in Great Britain (if any) as the Landlord may from time to time notify the Tenant as the address to which notices under this Lease should be sent.
- 6.10 A notice to the Tenant should be delivered or sent to the Tenant at its address given in this Lease or at such other address in Great Britain (if any) as the Tenant may from time to time notify the Landlord as the address to which notices under this Lease should be sent
- 6.11 Unless it is returned to the sender undelivered, a notice sent by first class registered post or recorded delivery is to be treated as served on the third working day after posting whenever, and whether or not, it is received. 'Working day' means in this context any day from Monday to Friday inclusive except Christmas Day, Good Friday and any statutory bank or public holiday
- 6.12 If the receiving party consists of more than one person, a notice to one of them is notice to all
- 6.13 The Tenant agrees that any light and air over any adjacent or neighbouring land, or any building, on that land, is enjoyed by the Tenant with the consent of the Landlord which may be withdrawn at any time
- 6.14 The Tenant is not to be entitled to the benefit of or the right to enforce or to prevent the release or modification of any covenant, agreement or condition entered into by any tenant of the Landlord in respect of any adjoining property of the Landlord except any covenants on the part of the tenants of any other Flats which are expressed to be made with the Tenant (amongst others), and for this purpose the Tenant may be identified by name, as a member of a class or as answering a particular description but need not be in existence when those covenants are entered into
- 6.15 If any dispute arises between the Tenant and the tenants or occupiers of any part of the Estate other than the Property in connection with the Property and any other part of the Estate or arising out of or relating to this Lease, it is to be decided by the Landlord's Surveyor or in such manner as the Landlord's Surveyor directs
- 6.16 Each of the Tenant's covenants is to remain in full force both at law and in equity even if the Landlord has waived or released that covenant, or waived or released any similar covenant affecting any adjoining property of the Landlord.
- 6.17 The Landlord is not to be responsible to the Tenant or to anyone at the Property or the Estate expressly or by implication with the Tenant's authority for any accident happening or injury (other

than death or injury caused by the Landlord's negligence) suffered or for any damage to or loss of any chattel sustained in the Property or on the Estate.

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

6.19 Subject to the provisions of the Defective Premises Act 1972 the Landlord shall not be liable or responsible for damage suffered by the Tenant or a visitor or employee of the Tenant or any other person to their person or goods by reason of the act neglect or default of any other tenant or occupier of the Estate or of the contractor employee or licensee of the other tenant or occupier or by reason of theft or otherwise from the Property or any other part of the Estate or by reason of a defect in a fixture fitting pipe wire or staircase or the absence of lighting in or upon the Estate or any part

7. Contracts (Rights of Third Parties) Act 1999

Save to the extent that a tenant of a Flat is expressly entitled to enforce the terms of this Lease pursuant to the provisions contained in this Lease the parties hereto agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that they do not intend any terms of this Lease to be enforceable by any third party who but for that Act would not have been entitled to enforce such terms

IN WITNESS whereof this Lease has been duly executed as a deed on (but not delivered until) the date first stated above

Schedule 1

The Property

ALL THAT Flat forming part of the Building on the [] floor and known as Flat [], Apt Living, Great West Road, Brentford, TW8 9AZ shown edged red on Plan 1 and all and any part of such property and any additions thereto including:

- (a) the inner half severed medially of the internal walls and floors dividing the Flat from adjoining Flats in the Building
- (b) all internal non-load bearing or non-structural walls beams columns and partitions
- (c) the linings and surface finishes including lath plaster and board of the interior of the exterior walls but not any other part of the exterior walls
- (d) the linings and surface finishes including lath plaster and board of the load bearing or structural walls beams columns and partitions
- (e) the linings and surface finishes including lath plaster and board of ceilings together with the boards or other surface finishes and screeds of floors and any carpets or other floor coverings but excluding the floor and ceiling joists beams or slabs
- (f) the entirety of all doors, door frames, windows and window frames and the glass in them
- (g) all cisterns tanks and the Service Installations to the extent that they are within or exclusively serve the Flat (but excluding all Service Installations not used solely for the Flat)
- (h) all additions alterations and improvements from time to time to the Flat
- (i) all the Landlord's fixtures and fittings of every kind which shall from time to time be in or upon the Flat (whether originally fixed or fastened to or upon the same or otherwise) except any such fixtures installed by the Tenant and that can be removed from the Flat without defacing it
- (j) any equipment or apparatus (for air extraction or otherwise) that solely serves the Flat
- (k) [the floor surface only of the Balcony]

but for the avoidance of doubt no areas outside the internal finishes of the walls the floor and the ceiling containing the Flat are included in the Property (without prejudice to any rights expressly granted to the Tenant)

Schedule 2

Rights Granted to the Tenant

1. The right on foot only (in common with the Landlord and all others entitled to the like right) to pass and repass over such of the Common Parts as are within the Estate for the purpose of ingress to and egress from the Property and without causing any obstruction in over and along those Common Parts
 2. The full and free right and liberty to use the Common Parts in manner consistent with the purpose for which they are intended
 3. The right of escape in case of emergency only from the Property over those parts of the Building and the Estate required for such purpose
 4. The right for the Tenant with servants, workmen and others at all reasonable times upon giving previous notice in writing (or in the case of emergency without notice) to enter into or upon parts of the Building for the purpose of:
 - 4.1 Repairing maintaining or renewing any such sewer drains and watercourses wires cables pipes and tanks on the Building and which exclusively serve the Property; and
 - 4.2 Repairing maintaining and carrying out permitted alterations or other building works to any part of the Property
- In each case causing as little disturbance as possible and making good any damage caused
5. The right of support and protection for the Property from all other parts of the Building
 6. The free and uninterrupted right (subject to temporary interruption for repair alteration and replacement) of use passage and running of soil water electricity and other services in common (where appropriate) with all others using them from and to the Property through the cisterns tanks and Service Installations now or during the Term constructed in or under any part of the Estate and serving the Property
 7. The right to use a communal dust or refuse bin in the bin store at the Estate allocated by the Landlord from time to time
 8. The right to use any communal aerial satellite dish or other transmission receiving equipment installed for common use at the Building
 9. The right to use 1 bike rack at the cycle facilities at the Estate with a right of access to and egress over the Common Parts for the purpose for such use
 10. The exclusive use of the Storage Area
 11. Excludes the right to apply for, obtain, or hold an on-street parking permit to park a vehicle on the public highway within the administrative district of Woolwich (other than a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or similar legislation)

##INCLUDE IF PROPERTY HAS A BALCONY##

[The exclusive use of the Balcony in connection with the use and occupation of the Flat]

Schedule 3

Rights Excepted and Reserved to the Landlord and Others

1. The right of support and shelter for the remaining parts of the Estate
2. The right for the Landlord and the tenants of the Flats at reasonable times and on reasonable notice (except in the case of emergency) to enter the Property for the purpose of
 - (a) executing works of repair decoration reinstatement replacement renewal alteration addition or improvement to or upon any other part of the Estate or
 - (b) performing any covenant or other obligation relating to any other part of the Estate
 - (c) carrying out any statutory duty imposed upon the Landlordany work being done with reasonable despatch causing as little disturbance as reasonably practicable
3. The right for the Landlord and its tenants to the free passage and running of water soil gas electricity telephone and other services from and to those parts of the Estate not included in the Property through and from any Service Installations within the Property together with all easements rights and privileges necessary and proper for inspecting cleaning repairing maintaining and reinstating the same
4. The right of escape in case of emergency only over and along all parts of the Property
5. The right for the Landlord at any time or times without obtaining the consent of or paying compensation to the Tenant:-
 - (a) to build or rebuild or alter or permit or suffer to be built or rebuilt or altered any building or erections upon the Retained Parts and/or any adjoining property notwithstanding that the access of light and air to the Property may be interfered with
 - (b) to alter the layout of the Common Parts but so that reasonable means of access to the Property [and Parking Space] are maintained at all times
6. The right for the Landlord to make rules and regulations from time to time in the interests of good estate management in relation to the use and/or management of the Building or the Estate or any part of them
7. All matters affecting the Property registered at H.M. Land Registry (apart from charges by way of security)
8. All other rights easements quasi-rights and quasi-easements (other than of way) as are now enjoyed by any other part of the Estate in respect of the Property
9. The right to suspend the use of the Car Park for so long as is reasonably necessary to repair or maintain the Retained Parts
10. The right for the Landlord to appoint a managing agent for the carrying out of and provision of the Services referred to in Part 1 Schedule 4

Schedule 4

The Service Charge

Part 1

Services

1. Keeping in good and substantial repair reinstating replacing and renewing the Retained Parts provided that the Landlord shall not be liable for a defect or want of repair decoration reinstatement replacement or renewal unless the Landlord has first had notice thereof and sufficient opportunity to remedy it nor for defects or wants of repair decoration reinstatement replacement or renewal which are the subject of obligations under the Tenant's covenants or under the covenants of the tenants of any other Flat in the Building
2. Cleaning maintaining and renewing as necessary the carpet and other floor coverings within those parts of the Common Parts within the Building
3. As often as reasonably necessary decorating the exterior of the Building and the Common Parts previously decorated in a proper and workmanlike manner and to keep all internal Common Parts within the Building cleaned and lighted to a standard which the Landlord may consider from time to time to be adequate
4. Operating maintaining and renewing the lighting apparatus from time to time on the Estate and providing such additional lighting apparatus as the Landlord may think fit
5. Keeping in good order and stocked with plants as the Landlord may think fit the grounds of the Estate
6. Subject to such insurance being available in the insurance market at the relevant time keeping the Building (including the Landlord's fixtures and fittings) insured with a reputable insurer (unless the insurance is rendered void by any act or omission of the Tenant or persons claiming under the Tenant) against loss or damage by the Insured Risks for its full reinstatement value (including all professional fees debris removal and site clearance and the cost of work which may be necessary by or by virtue of any Act of Parliament) provided that:-
 - (a) the insurance shall include the cost of demolition and clearing of buildings and architects' and surveyors' fees together with loss of rent for three years or for such longer period as the Landlord shall reasonably decide
 - (b) if the money receivable under any such insurance shall be insufficient to meet the cost of the necessary works of rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense under this Schedule recoverable from the tenants of the Flats accordingly
7. The provision of any other reasonable services facilities amenities improvements and other works

Part 2

Service Costs

The Service Costs comprise expenditure incurred in or reserved for periodical expenditure by or on behalf of the Landlord at all times during the Term in respect of the following:

1. performing and carrying out the Services

2. performing and carrying out such other reasonable works and services in connection with the Estate and the Building (including the Property) as the Landlord shall reasonably decide
3. supplying providing purchasing maintaining renewing replacing repairing and keeping in good and serviceable order and condition all tools appliances materials and other things which the Landlord may deem desirable or necessary for the maintenance upkeep or cleanliness of the Estate
4. carrying out any works required to be done by reason of any breach by the Tenant of any of the covenants on his part contained in this Lease
5. maintaining insurance to comply with obligations of the Landlord under this Lease (including the insurance premiums payable and any excesses imposed by the insurers and the cost of periodic insurance valuations)
6. insuring any risks for which the Landlord may be liable as an employer of persons working or engaged in business on the Estate or as the owner of the Estate or any part thereof as it shall think fit
7. generally managing and administering the Estate and protecting the amenities of the Estate and employing managing agents and such persons as the Landlord may in its absolute discretion consider desirable or necessary to enable it to perform or maintain the Services or any of them or for the proper management or security of the Estate
8. auditing of the Service Costs
9. setting aside such sums of money (which shall be deemed items of expenditure incurred by the Landlord) as the Landlord may reasonably require by way of reasonable provision for future and anticipated expenditure in complying with its obligations under this Lease
10. preparing and supplying to the tenants of the Flats copies of any regulations made by the Landlord governing the use of the Flats and/or the Estate
11. complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Estate in so far as such compliance is not the responsibility of the tenant of any Flat
12. the purchase maintenance renewal and insurance of fire-fighting appliances for the Retained Parts
13. the maintenance renewal and insurance of any communal television aerials cable and satellite dishes
14. a reasonable sum in respect of the management fee of the Landlord
15. all other expenses (if any) incurred by the Landlord in and about the maintenance and proper and convenient management and running of the Estate
16. any legal or other costs bona fide incurred by the Landlord and otherwise not recovered in taking or defending proceedings (including any arbitration) arising out of any lease of any part of the Building or any claim by or against any tenant or occupier thereof or by any third party against the Landlord as owner tenant or occupier of any part of the Estate
17. the payment of:

- (a) all rates taxes assessment charges impositions and outgoings which may be during the Term assessed charged or imposed upon or payable in respect of or by the owner or occupier of the Retained Parts
 - (b) the expenses of management of the Estate
 - (c) the provision of facilities amenities improvements and other works where the Landlord in its reasonable discretion from time to time considers the provision to be for the general benefit of the Estate
 - (d) bank charges and of interest on and the cost of procuring any loan or loans raised to meet expenditure
18. the licence fee payable under the Access Licence together with any renewal licence

Part 3

Provisions relating to payment of Service Charge

1. As soon as reasonably practicable after each Accounting Year the Landlord shall issue a certificate containing a summary of the Service Costs for that Accounting Year and a summary of any expenditure that formed part of the Service Costs in respect of a previous Accounting Year but which has not been taken into account in the certificate for any previous Accounting Year. A copy of the certificate must be supplied by the Landlord to the Tenant
2. Any certificate of the Service Costs is to be conclusive as to the matters it purports to certify save in the case of manifest error
3. Omission from a certificate of the Service Costs of any expenditure incurred in the Accounting Year to which the certificate relates is not to preclude the inclusion of that expenditure in any subsequent certificate
4. The Tenant shall pay to Landlord the Service Charge in the following manner:
 - (a) on the date of this Lease the equivalent of one half of the Estimated Service Charge which shall be taken into account in future demands
 - (b) the Estimated Service Charge by equal payments in advance on the Payment Days
5. At the same time as the Landlord serves on the Tenant the copy of the certificate referred to in paragraph 1 of this Schedule the Landlord shall furnish the Tenant with an account of the Service Charge payable by him for the Accounting Year to which the certificate relates, credit being given for payments made by the Tenant on account. Within twenty one days after such service the Tenant shall pay to the Landlord the Service Charge, or any balance of it payable. The Landlord must allow any amount overpaid by the Tenant to him against future payments of the Service Charge, whether on account or not. At the end of the Accounting Year current at the end of the Term the Landlord must repay to the Tenant any outstanding overpayment of the Service Charge

Schedule 5

Covenants by the Tenant

1. To pay the rents reserved by this Lease on the days and in the manner provided
2. To pay by way of additional rent the Estimated Service Charge and the Service Charge to the Landlord in accordance with the provisions of Part 3 of Schedule 4 and also to pay any VAT chargeable in respect of the same
3. To pay and discharge all council tax general and other rates taxes assessments charges duties and other outgoings of whatever kind which now are or during the Term shall be assessed on charged on or payable in respect of the Property or any part of it or by the landlord tenant owner or occupier and an apportioned part according to the Tenant's interest of any rates duties assessments and outgoings of the nature mentioned in this Lease which are now or may at any time be assessed charged or imposed upon the Property together with other property
4. To pay and to keep the Landlord indemnified in respect of all charges made for gas electricity water telecommunications or other supplies or utilities consumed on or made or attributable to the Property and all charges (including meter rents, installation charges and connection charges) for hire or supply of meters or other equipment installed in connection with those supplies and utilities
5. To pay the VAT
 - (a) on all taxable supplies received by the Tenant under this Lease and
 - (b) (save in so far as is recoverable by the Landlord by way of input credit or reclaim) on any moneys payable by the Tenant under this Lease to the Landlord in respect of costs or expenses incurred by the Landlord arising out of or in connection with any matter relating to this Lease or the Property
6. To repair and keep the Property and every part of it and all landlord's fixtures and fittings in it and all additions to it in good and substantial repair order and condition at all times during the Term and immediately to replace all broken glass and to replace and renew the Landlord's fixtures and fittings which reach the end of their useful life the replacement or renewal to be suitable and at least of equal and similar quality and in particular (but without prejudice to the generality of the foregoing) so as to support shelter and protect the other parts of the Building
7. To clean the Property and keep it in a clean condition
8. As often as may be necessary and at least once in every fifth year and in the last year of the Term however determined to decorate in a proper and workmanlike manner the internal parts of the Property and the whole of the window frames (to the extent that it is appropriate to decorate the window frames) with appropriate materials of good quality
9. To clean all the interior surfaces of all glass in the windows and all window frames of the Property at least once in every four weeks
10. Not to replace the window frames forming part of the Property other than with replacement window frames which are in keeping with the window frames in other Flats and for which the Tenant has first obtained the prior written consent of the Landlord which consent is not to be unreasonably withheld or delayed
11. Not to overload any structural part of the Building nor any Service Media at or serving the Property or the Building

12. Not to hang or expose clothes or other articles outside the Property or the Balcony or shake anything out of the window of the Property
13. To permit the Landlord or those authorised by it with or without workmen and others at all reasonable times and whenever possible on giving reasonable notice (except in emergency) to enter the Property to examine its state and condition and to repair and make good all defects and wants of repair decoration replacement or renewal for which the Tenant is responsible and of which notice in writing has been given by the Landlord within two calendar months after the giving of the notice
14. If the Tenant makes default in the performance of the covenants relating to works of repair decoration reinstatement replacement or renewal to permit the Landlord and those authorised by it (but without prejudice to the right of re-entry contained in this Lease) to enter the Property at reasonable hours and (except in an emergency) upon giving reasonable notice and to carry out the works at the expense of the Tenant in accordance with those covenants and to repay the expense of the works to the Landlord on demand
15. To yield up at the termination of the Term the Property together with any landlord's fixtures and appliances and any replacements thereof in such good and substantial repair order and condition as shall be consistent in all respects with the due performance and observance of the covenants on the part of the Tenant and the conditions contained in this Lease
16. To pay all costs charges and expenses (including legal costs and fees payable to the Landlord's professional advisors) incurred by the Landlord for the purpose of or incidental to or in contemplation of:
 - (a) any proceedings or the service of any notice under Sections 146 and 147 of The Law of Property Act 1925 including the reasonable costs charges and expenses of and incidental to any inspection of the Property the drawing up of schedules of dilapidations and notices and any inspections to ascertain whether any notice has been complied with and such costs charges and expenses shall be paid whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by the court
 - (b) any proceedings on account of arrears of Rent and/or Service Charge for forfeiture of this Lease or for the recovery or attempted recovery of those arrears notwithstanding forfeiture is avoided otherwise than by relief granted by the Court
 - (c) the service of notices and schedules relating to defects or wants of repair decoration replacement or renewal arising before the expiration or sooner determination of the Term whether the notice be served during or after the expiration or sooner determination of the Term
17. To observe the regulations set out in Schedule 7 and such other reasonable regulations which the Landlord may from time to time make relating to the proper management and the orderly and proper use of the Estate or any part of it and to the safety care and cleanliness of the Estate and the comfort and convenience of the tenants of the Flats
18. To make good any damage to any part of the Estate or the Common Parts caused by any act or omission or negligence of any occupant of or person using the Property and (without prejudice to the generality of the foregoing) not to damage or interfere with the aerials and services of the Building (whether or not attached to or included in the Property) or any fire-fighting appliances and equipment

19. Not to bring into the Property or any part thereof any article which shall or may strain or damage the Property or any part of it or the Building or any part of it or any article which is or may become dangerous to the Building or the occupants of it
20. Not to bring or keep any inflammable, explosive, dangerous or offensive substances or goods onto the Property or Building (except fuel in the fuel tank of any private motor vehicle parked on the Car Park)
21. Not to exercise the right granted by Paragraph 7 Schedule 2 other than for the parking of a private motor car or private motorcycle which has an MOT certificate if required and which is in the regular use of the Tenant or other occupier of the Property
22. Not to park any vehicles on the external areas of the Retained Parts (other than in the Car Park)
23. Not to use or suffer to be used the Property in any manner other than as a private domestic dwelling house for occupation as a private residence and in particular not to carry on or permit or suffer to be carried on in or from the Property any trade business or profession provided that this clause shall not prevent the an occupier of the Property working from home at the Property
24. Not to use or permit or suffer the Property to be used for any illegal immoral or improper purpose and not to do permit or suffer on the Property or the Estate any act or thing which shall or may be or become a nuisance or cause damage to the Landlord or to the tenants or occupiers of any other Flat or to the owners or occupiers of any neighbouring property and to pay all costs charges and expenses of abating a nuisance and executing all such work as may be necessary for abating a nuisance or for carrying out works in obedience to a notice served by a local authority in so far as the same is the liability of or wholly or partially attributable to the default of the Tenant
25. Not to do or permit or suffer any act or thing which may render any increased or extra premium payable for the insurance of the Estate the Building or the Common Parts or any part of them or which may make void or voidable any such insurance or the insurance of any adjoining premises and to comply in all respects with the reasonable requirements of the insurer with which the Estate the Building and the Common Parts or any part of them may for the time being be insured and to make good to the Landlord all loss or damage sustained by the Landlord consequent upon any breach of this covenant
26. Not to insure in respect of risks against which the Landlord has insured under the provisions of this Lease
27. If the Property is damaged or destroyed by the occurrence of a risk against which the Landlord has or ought to have insured under the provisions of this Lease to give immediate notice to the Landlord
28. Not to do or omit or suffer to be done any act matter or thing on or in respect of the Property which contravenes the provisions of the Planning Acts and to keep the Landlord indemnified against all claims demands and liabilities in respect of any such contravention
29. To comply with and use reasonable endeavours to ensure that all persons living in or visiting the Property or using any part of the Building or the Common Parts shall comply with all such regulations as the Landlord shall from time to time make for the preservation of the amenities of the Estate the Building and the Common Parts or for the general convenience of the occupiers of the Flats (the Landlord having the power to vary or add to such regulations from time to time as they think fit)
30. To deliver to the Landlord immediately a copy of every notice order direction proposal or other document of whatever description affecting or likely to affect the Property or any part of it received by the Tenant from any authority or person whatsoever and at the request of the Landlord to make

or join with the Landlord in making such objections or representations against or in respect of any such notice or other document as the Landlord shall deem desirable

31. To comply in all respects at the Tenant's own cost with the provisions of any statute statutory instrument order rule or regulation and of any order direction or requirement made or given by any local or public authority or the appropriate minister or court (whether requiring anything to be done or omitted by landlord tenant or occupier) and immediately to give notice in writing to the Landlord of the making or giving of such order direction or requirement and to keep the Landlord fully indemnified against all actions expenses and demands in respect of any failure to comply with his obligations pursuant to this paragraph
32. Not to cut maim or injure nor to make any breach in any part of the Structure nor to make any structural alteration to the plan design or elevation of the Property or the Building
33. Not to carry out any alterations additions or other works to the Property nor to drill into or make any openings nor to open up any floors walls or ceilings nor to alter any of the landlord's fixtures fittings or appliances or the Service Installations save that the Tenant may with the prior written consent of the Landlord (which shall not be unreasonably withheld or delayed) carry out minor internal non-structural alterations to the Property provided that as a pre-condition of the grant of such consent the Tenant shall first submit full plans and specifications for such alterations to the Landlord and subject to the grant of consent the Tenant shall notify the Landlord in writing not less than 14 days prior to the commencement of such alterations and shall in carrying out such alterations comply with all relevant statutes any subordinate legislation and guidance made under them and with the requirements and directions of any competent authority and with the requirements of the insurers of the Property
34. Not to assign underlet transfer mortgage charge or part with possession or occupation of part of the Property as distinct from the whole
35. Not to underlet or agree to underlet the Property save for an underletting of the whole for a term not exceeding 24 months at a market rent without taking any fine or premium and on the basis that:
 - (a) the sub tenant does not acquire any statutory security of tenure and
 - (b) such underletting shall not permit any assignment or further underletting and
 - (c) at all times the Tenant shall enforce compliance with the covenants and conditions contained in any underlease or tenancy of the Property
36. Not to assign the Property other than as a whole and not so to assign or transfer the Property in any manner whatsoever during the last seven years of the Term without the prior written consent of the Landlord (such consent not to be unreasonably withheld) but otherwise not to assign the whole of the Property unless the assignee or transferee enters into and executes a deed of covenant with the Landlord in the form set out in Schedule 9 contemporaneously with the transfer or assignment and with such alterations as the deaths of the parties or as other circumstances render necessary and to lodge the duly executed and dated deed of covenant with the Landlord and to pay the reasonable fees of the Landlord (being not less than £50) in connection with the recording of the deed of covenant (together with any VAT which may be payable)
37. Within one month after any such document or instrument as is mentioned below shall be executed or shall operate or take effect or purport to operate or take effect to give notice thereof and to produce to the Landlord or its solicitors a certified copy of every assignment transfer mortgage or charge of the Property or grant of probate or letters of administration order of court or other matter affecting or evidencing a devolution of title to the same and to pay or cause to be paid at the same time to the Landlord or its solicitors such reasonable fee appropriate at the time of registration (but

not being less than fifty pounds (£50.00) in each case) in respect of any such notice perusal of documents and registration affecting the Property together with VAT

38. Not to interfere with or obstruct in the performance of the duties from time to time imposed upon him by the Landlord or any employee of the Landlord and not to carry out any work of decoration repair maintenance or otherwise upon the Estate the Building or the Common Parts (save for the Property)
39. Not to exhibit any notice advertisement name plate or placard of any kind upon the Property except a notice for the sale of the Property which notice may be displayed only in a window of the Property or in such other place (if any) as the Landlord may prescribe or approve by regulation or otherwise
40. To observe and perform and not to cause or permit a breach of the covenants conditions stipulations and provisions on the part of the Landlord to be observed and performed by virtue of anything referred to in the property or charges registers of the Landlord's registered title (at the date of this Lease numbered AGL88283 at H.M. Land Registry) to the Estate and/or the Common Parts so far as the same still subsist and are capable of taking effect and affect the Property
41. To keep the Landlord indemnified from and against all loss damage actions proceedings claims demands costs and expenses of whatsoever nature and whether in respect of any injury to or the death of any person or damage to any property movable or immovable or otherwise howsoever arising directly or indirectly from the repair or the state of repair or condition of the Property or from any breach of covenant on the part of the Tenant herein contained or from the use of the Property or out of any works carried out at any time during the Term to the Property otherwise than by the Landlord or out of anything now or during the Term attached to or projecting from the Property otherwise than by the Landlord or as a result of any act neglect or default by the Tenant or by any sub-tenants or by their respective servants or agents or by any persons in the Property with the actual or implied authority of any of them
42. If and whenever the Tenant shall fail to pay the Rent (whether demanded or not) or any other moneys due under this Lease within fourteen days of the due date then (without prejudice to any other right or remedy of the Landlord including the right of re-entry hereinafter contained) the Tenant shall pay to the Landlord upon demand interest on such rent or other moneys at the Interest Rate from the interest to accrue from day to day commencing on the date when the payment became due until payment is made
43. Immediately upon becoming aware of the same to notify the Landlord of any defects in or wants of repair decoration reinstatement replacement or renewal of the Estate (and in particular the Retained Parts) for which the Landlord is responsible
44. If this Lease and the reversion come into common ownership not to permit a merger of the leasehold and reversionary estates to occur

Schedule 6

Covenants on the part of the Landlord

1. That the Tenant paying the Rent and performing and observing the covenants on the part of the Tenant to be performed and observed may peaceably enjoy the Property during the Term without any lawful interruption by the Landlord or any person or persons rightfully claiming under or in trust for the Landlord
 - (a) Subject to such insurance being available in the insurance market at the relevant time to insure or procure to be insured the Building against loss or damage by fire and such other risks as are commonly included in a flat holder's comprehensive policy issued by a reputable insurance company and in the event of the Building being destroyed or damaged by fire or any of the risks aforesaid laying out as soon as reasonably practicable the insurance moneys in the repair or replacement of the Building PROVIDED THAT

the insurance shall include the cost of demolition and clearing of buildings ten per cent of the sum insured for architects' and surveyors' fees and three years' loss of rent
 - (b) with all convenient speed so far as may be lawful to expend the said insurance moneys in the repairing or replacement in a good and substantial manner of such parts of the Building as shall from time to time be destroyed or damaged

PROVIDED that the Landlord shall not be obliged to repair or replace the Building or any part thereof if such repair or replacement is prevented for any reason whatsoever beyond the reasonable control of the Landlord
 - (c) If for any reason the repair, rebuilding or reinstatement of the Building shall be impossible following damage or destruction by any of the Insured Risks:
 - (i) the Landlord's obligation to reinstate the Building contained in Paragraph 1 of Schedule 6 shall be deemed to have been discharged;
 - (ii) the Landlord shall hold all proceeds of the insurance policy of the Building on trust for the Landlord, the Tenant and the other tenants of the Estate in proportion to their respective interests in the Building at the time of the damage or destruction, as agreed in writing between the Landlord, the Tenant and the other tenants of the Estate or failing agreement as determined pursuant to Clause 8.3; and
 - (iii) Any dispute arising regarding this Clause 8 shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.
 - (d) The Landlord shall on the request of the Tenant (not more than once in each calendar year) supply the Tenant with a copy of the Schedule of insurance for the Building
2. To provide and carry out the Services provided that:
 - (a) the Landlord shall in no way be held responsible for any damage or defects caused by any want of repair to the Estate or the Building for which the Landlord is liable under this Lease unless and until notice in writing of any such want of repair or defect has been given to the Landlord and the Landlord has failed to make good or remedy such want of repair or defect within a reasonable time of receipt of such notice

- (b) the Landlord shall not be liable for any failure or omission at any time during the Term to provide supply or procure any or all of the Services if it shall be prevented or hampered or restricted in any way from so doing by virtue of strike lockout non-availability or restriction upon supplies of materials or labour or other services weather conditions accident emergency Act of God or by any cause whatsoever or howsoever not within the control of the Landlord
- 3. To include in every lease of a Flat granted by the Landlord for a term exceeding seven years covenants and obligations on the part of the tenant in similar terms to those contained in this Lease subject to such minor variations as the Landlord shall from time to time reasonably require as circumstances shall dictate
- 4. At the written request of the Tenant or any mortgagee of the Tenant to take reasonable steps to enforce at the entire cost of the Tenant the covenants entered into by the tenants of the other Flats provided that:
 - (a) the Landlord shall not be required to take or continue any action or incur costs and expenses under this sub-clause until such security as the Landlord in the Landlord's reasonable discretion may from time to time require has been given by the Tenant or the Tenant's mortgagee requesting action
 - (b) the Landlord may at the Landlord's reasonable discretion require the Tenant or the persons requesting action at their expense to obtain for the Landlord from Counsel to be nominated by the Landlord advice in writing as to the merits of the contemplated action in respect of the allegations made and in that event the Landlord shall not be bound to take action unless Counsel advises that the action should be taken and that it is likely to succeed
 - (c) the Tenant shall join in any action or proceedings arising out of this paragraph if so required by the Landlord
 - (d) the Tenant shall indemnify and reimburse the Landlord for costs and expenses reasonably and properly incurred by or awarded against the Landlord arising out of this paragraph (including reasonable reimbursement for the time spent by the Landlord or any agent or servant of the Landlord)

Schedule 7

Regulations

1. No act or thing which may cause or causes a nuisance or damage to the Landlord or any occupier of the other Flats or any adjoining or neighbouring properties may be done or suffered to be done in the Property or any part thereof nor may the Property be used for an unlawful or immoral purpose nor may there be brought or suffered to be brought onto the Property any dangerous or offensive goods
2. No noise music or singing whether by instrument voices wireless gramophone television or other means nor any dancing may be allowed in the Property so as to be audible outside the Property between 11.00pm and 8.00am or so as to be audible outside the Property at other times if any occupier of the other Flats objects
3. No bird animal or reptile may be kept on the Property without the prior written consent of the Landlord which the Landlord shall be entitled to grant or withhold in its absolute discretion and which (if granted) may be subject to such conditions as the Landlord may in its absolute discretion from time to time determine and may be withdrawn at any time where the Landlord in its absolute discretion deems it appropriate so to do
4. Nothing may be deposited or left in or on the entrance hall staircases landings and lobbies in the Building. No carpet or rug may be beaten or children allowed to play in these areas nor may they be in any way obstructed or unreasonably soiled
5. No dirt rubbish rags or other refuse may be thrown into the sinks baths lavatories cisterns or waste soil pipes in the Property or allowed to accumulate on external areas of the Estate other than in appropriate waste receptacles
6. No clothes or other articles may be hung or exposed outside the Property
7. No flower pots window boxes or other things may be placed outside the windows of the Property and no climbing plants are to be kept at the Building
8. No television radio aerial or receiver or satellite dish may be affixed outside the Building without the written consent of the Landlord
9. No dust or refuse bin may be allowed to become offensive through being unclean or untidy nor kept other than within any storage area provided
10. Refuse is to be placed in bins or sealed containers and not stored whilst awaiting collection in any other place on the Estate other than in any designated bin store
11. To comply with such reasonable regulations which the Landlord may from time to time make for the safety care and cleanliness of the Estate and the comfort and convenience of the tenants and occupants of the Flats

Schedule 8

Rent Review

1. The Rent will be reviewed on the relevant Review Date on the terms of this Schedule.
2. From and including the relevant Review Date, the Rent will be the higher of:
 - (a) the Rent payable immediately before the relevant Review Date (ignoring any rent suspension or restriction on the right to collect all or any part of it); and
 - (b) the amount agreed or calculated in accordance with paragraph 3 of this Schedule.
3. The reviewed Rent:
 - (a) is to be calculated by multiplying the Initial Rent by the Index Figure and dividing the result by the Base Figure; and
 - (b) is to be notified by the Landlord to the Tenant as soon as reasonably practicable after the relevant Review Date.
4. If the reference base used to compile the Index changes after the date of this Lease, the Index Figure is deemed to be the figure that would have been shown in the Index if the reference base had not changed.
5. If in the opinion of the Landlord (acting reasonably) it becomes impossible to perform the calculation in paragraph 3 of this Schedule due to:
 - (a) the Index no longer being published; or
 - (b) any change in the methods used to compile the Index;the reviewed Rent must be determined in accordance with paragraph Schedule 86 of this Schedule.
6. The Landlord and the Tenant may agree the reviewed Rent in writing at any time but failing agreement before the relevant Review Date either of them may require an independent surveyor to be appointed ("Independent Surveyor") to determine the matters specified in paragraph 7(c) of this Schedule.
7. The Independent Surveyor:
 - (a) is to be:
 - (i) agreed between the parties at least or failing such agreement
 - (ii) nominated by the President of the Royal Institution of Chartered Surveyors or his deputy at either party's request; and
 - (b) acts as an arbitrator under the Arbitration Act 1996;
 - (c) must determine:
 - (i) what the Index Figure would have been but for the circumstances in paragraph 8 of this Schedule or if he cannot do so,

- (ii) an alternative index for the Index; or, if he cannot do so,
 - (iii) an alternative mechanism for reviewing the Rent under this Lease; or, if he cannot do so,
 - (iv) a reasonable rent for the Property on the relevant Review Date.
- 8. If the Independent Surveyor dies or is at any time unwilling or incapable of acting, the parties must repeat the appointment procedure in paragraph 7 of this Schedule.
- 9. If the reviewed Rent is determined after the relevant Review Date, the Tenant must:
 - (a) continue to pay the Rent at the rate prevailing immediately before that date; and
 - (b) within 14 days after determination, pay:
 - (i) the difference (the "Balancing Amount") between:
 - (A) the amount of the Rent which would have been payable had determination occurred on or before the relevant Review Date; and
 - (B) the amount paid by the Tenant under paragraph 9(a) of this Schedule
 - (ii) interest on the Balancing Amount at 4% below the Interest Rate for the period from and including the relevant Review Date up to the date on which the Balancing Amount is paid.
- 10. The parties shall record the reviewed Rent in a memorandum within 28 days after its determination and bear their own costs of so doing.
- 11. Time is not of the essence in this Schedule.

Schedule 9

Form of Deed of Covenant to be executed on Assignment/Transfer of Lease

THIS DEED OF COVENANT is made the [.....] day of [.....] 20[]

BETWEEN:

- (1) [] of/whose registered office is [] (the "**Incoming Tenant**"); and
- (2) [] of/whose registered office is [] (the "**Landlord**").

WHEREAS the Incoming Tenant is about to or has become entitled to the benefit of the lease (the "**Lease**") dated [] 201[] and made between the Landlord (1) and [] (the "**Original Tenant**") (2) and relating to premises known as [] being in the development at [] (the "**Estate**")

- 1. The Incoming Tenant covenants with the Landlord and also with the tenants for the time being of the other Flats on the Estate for the benefit of the parts of the Estate respectively vested in the Landlord and the tenants and each and every part to pay all of the rents and other sums payable under the Lease and to perform observe and accept the covenants (including the covenant by virtue of which this deed is required) restrictions stipulations and conditions respectively on the part of the Original Tenant and the provisions contained in the Lease in the same manner as if they were repeated in extenso in this deed but with the substitution of the name of the Incoming Tenant for the name of the Original Tenant
- 2. Where in this Deed the context so admits:
 - 2.1 unless specifically defined in this deed expressions used in this deed shall have the meanings ascribed to such expressions by the Lease
 - 2.2 words importing one gender include all other genders and words importing the singular include the plural and vice versa
 - 2.3 the expressions "Landlord" and "Incoming Tenant" include their respective successors in title and the expression "Landlord" includes the reversioner for the time being immediately expectant upon the term created by the Lease and any superior landlord
 - 2.4 where for the time being there are two or more persons within the meaning of the expressions "Landlord" or "Incoming Tenant" obligations expressed or implied and made or to be made by or with that party are made by or with those persons jointly and severally

IN WITNESS of which this deed has been executed as a deed on the day and year first before written

[Execution and attestation by the Incoming Tenant]

[Original/]

EXECUTED as a **DEED** by **BERKSHIRE ASSETS (WEST LONDON) LIMITED** acting
by a director in the presence of:

.....

Signature of director

Signature of witness

Print name

Address

.....

.....

Occupation

[Counterpart/]

SIGNED as a **DEED** by the said [...] in the presence of:

.....

Signature

Signature of witness

Print name

Address

.....

.....

Occupation