

DATED:

201[]

OXHEY MANAGEMENT LIMITED

and

[]

**Lease of Flat [] of Angel House,
Borough Road,
Sunderland, SR1 1HW**



AxiomStone
Solicitors

1 BERKELEY STREET | MAYFAIR | LONDON | W1J 8DJ

REF: []

CONTENTS

| | |
|--|----|
| DEFINITIONS | 5 |
| 1. INTERPRETATION | 7 |
| 2. DEMISE | 8 |
| 3. TENANT'S COVENANTS WITH THE LANDLORD | 8 |
| 4. MAINTENANCE COVENANTS BY THE LANDLORD | 9 |
| 5. COVENANTS BY THE LANDLORD WITH THE TENANT | 9 |
| 6. RENT REVIEW PROVISIONS | 9 |
| 7. PROVISOS | 10 |
| 8. THE LANDLORD'S POWERS OF INVESTMENT | 12 |
| 9. SERVICE OF NOTICE | 12 |
| 10. ENFORCEMENT BY THIRD PARTY | 12 |
| 11. NEW TENANCY | 13 |
| THE FIRST SCHEDULE | 13 |
| THE SECOND SCHEDULE | 14 |
| THE THIRD SCHEDULE | 15 |
| THE FOURTH SCHEDULE | 21 |
| THE FIFTH SCHEDULE | 22 |

LAND REGISTRY PRESCRIBED CLAUSES

| | |
|--|--|
| LR1. DATE OF LEASE | |
| LR2. TITLE NUMBER(S) | <p>LR2.1 Landlord's title number(s) TY323725</p> <p>LR2.2 Other title numbers TY532545</p> |
| LR3. PARTIES TO THIS LEASE | <p>Landlord OXHEY MANAGEMENT LIMITED (Company Number 11302505) whose registered office is at 43 Lytham Avenue, South Oxhey, Watford, United Kingdom WD19 6XB</p> <p>Tenant [REDACTED]</p> <p>Other parties</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 the flat shown edged red on the Plan 1 attached to this lease and « as more particularly described in the definitions clause</p> |
| LR5. PRESCRIBED STATEMENTS ETC. | None |
| LR6. TERM FOR WHICH THE PROPERTY IS LEASED | The term is as follows: 250 years from [TBC] |
| LR7. PREMIUM | [REDACTED] |
| LR8. PROHIBITIONS OR RESTRICTIONS ON DISPOSING OF THIS LEASE | This lease contains a provision that prohibits or restricts dispositions |
| LR9. RIGHTS OF ACQUISITION ETC | <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 None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease None</p> |
| LR10. RESTRICTIVE COVENANTS GIVEN IN THIS LEASE BY THE LANDLORD IN RESPECT OF LAND OTHER THAN THE PROPERTY | None |
| LR11. EASEMENTS | <p>LR11.1 Easements granted by this lease for the benefit of the Property Part II First Schedule</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Second Schedule</p> |
| LR12. ESTATE RENTCHARGE BURDENING THE PROPERTY | None |
| LR13. APPLICATION FOR STANDARD FORM OF RESTRICTION | <p>The parties to this Lease apply to enter the following standard form of restriction against the title to the Property:</p> <p>“RESTRICTION – No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by</p> |

| | |
|---|---|
| | the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the proprietor for the time being of the Estate registered under title number TY323725 or a conveyancer that the provisions of paragraphs 9 and 12 of Part of the Third Schedule has been complied with or that they do not apply to this disposition” |
| LR14. DECLARATION OF TRUST WHERE THERE IS MORE THAN ONE PERSON COMPRISING THE TENANT | [<i>TBC</i>] The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants. |

| | |
|---------------------------|--|
| Dwellings | the flats forming part of the Building |
| Interest | interest at the rate of four per cent above the base rate from time to time of the Bank of Scotland (compounded with the quarterly rests on the usual quarter days) |
| Lifts | the lifts within the Building (if any) and a reference to Lift shall be a reference to any one of them |
| Permitted Underlease | means the agreed form of underlease of the Property to be granted by the Tenant back to the Landlord pursuant to the Agreement for Sale. |
| Plan 1 | the plan annexed hereto and marked "Plan 1" |
| Plan 2 | the plan annexed hereto and marked "Plan 2" |
| Planning Acts | the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Consequential Provisions) Act 1990 and all statutes regulations and orders made pursuant thereto |
| Property | the flat numbered [] and shown edged in red on Plan 1 which is situate at [] Angel House, Borough Road, Sunderland SR1 1HW as more particularly described in Part 1 of the First Schedule |
| Proportion | A proportion based upon the percentage the aggregate square footage of the Property bears to the aggregate square footages of each unit of accommodation within the Building capable of enjoying the benefit of the relevant Service or any of them subject to variation in accordance with Clause 4.5 SAVE WHERE a service is provided on a metered basis in which case the amount charged shall be the actual cost incurred in respect of the Property |
| Rent | means the yearly rent of £150.00 (One Hundred and Fifty Pounds) and then as revised pursuant to clause 6 of this lease |
| Rent Payment Date | shall be the date that is the 10 th of January in each year of the Term. |
| Service Charge | the total cost of providing the Services |
| Service Charge Adjustment | the adjustment to the Service Charge as set out in Paragraph 3 of the Fourth Schedule |
| Service Charge Dates | each of the usual quarter dates being 25 th March 24 th June 29 th September and 25 th December or such other four dates as the Landlord shall in its discretion from time to time decide |

| | |
|-----------------------|--|
| Service Charge Year | [01 January to 31 st December] or such other 12 month period which the Landlord shall in its discretion from time to time decide |
| Services | the services carried out by or on behalf of the Landlord from time to time as set out or referred to in the Fifth Schedule |
| Statutory Authorities | the Local Authority and any authority or body corporate responsible for the provision of water sewerage electricity gas telephone cable television and other communication media |
| Surveyor | any Chartered Surveyor or member of the RICS who may be employed by the Landlord in respect of any matter set out in the Fifth Schedule or any other matter in this Lease |
| Term | 250 Years from and including [<i>date of first lease being granted</i>]. |
| VAT | value added tax payable by virtue of the Value Added Tax Act 1994 |

1. INTERPRETATION

References

- 1.1 References herein to Clauses Schedules and Paragraphs are references to the Clauses and the Schedules to this Lease and the Paragraphs contained in any Schedule hereto

Clause Headings

- 1.2 The Clause headings in this Lease are for ease of reference only and are not to be used for the purpose of construing this Lease

Joint and Several Covenants

- 1.3 If the Tenant is more than one person all covenants agreements and obligations on the Tenant's part shall be construed as joint and several

Gender and Number

- 1.4 Words importing the masculine gender shall where necessary be construed as importing the feminine gender and words importing the singular number shall where necessary be construed as importing the plural number and vice versa

Rights granted to the Tenant

- 1.5 Rights and easements granted to the Tenant are granted also to those authorised by the Tenant but in common with the Landlord and all others having the like or similar right

Rights reserved to the Landlord and the Developer

- 1.6 Rights and easements excepted and reserved to the Landlord and the Developer are excepted and reserved also (where appropriate) in favour of the owner or owners for the time being in the Building and any part or parts thereof capable of being benefited and all person

authorised by it or them and where appropriate each of the Statutory Authorities and all other persons having the like or similar right

Successors in Title

- 1.7 References to the Landlord and the Tenant in this Lease shall where the context so admits include their respective successors in title

Obligations of Tenant

- 1.8 Any obligation on the Tenant not to do anything shall be deemed to include an obligation not to permit anything to be done where it is (reasonably) within the Tenant's control to permit or prevent the same to be done

Legislation

- 1.9 A reference to particular legislation is a reference to that legislation as amended consolidated or re-enacted from time to time unless otherwise expressly stated

Regulations

- 1.10 The Landlord shall have the right to impose and amend reasonable regulations regarding the use and enjoyment of properties in the Building from time to time in accordance with this Lease

2. DEMISE

In consideration of the Premium (the receipt whereof is hereby acknowledged by the Landlord) the Landlord hereby demises with full title guarantee to the Tenant the Property TOGETHER WITH the rights specified in Part II of the First Schedule (to the exclusion of any implied rights pursuant to Section 62 of the Law of Property Act 1925 and subject however to the Tenant's covenants hereinafter contained) but EXCEPTING AND RESERVING unto the Landlord the rights specified in the Second Schedule TO HOLD the same unto the Tenant from the date hereof for the residue of the Term SUBJECT TO the burden of the covenants or agreements already entered into by the Landlord with the tenant of any other property on the Building and to all rights and easements appertaining to any other land adjoining the Building PAYING THEREFOR to the Landlord during the Term the Rent.

3. TENANT'S COVENANTS WITH THE LANDLORD

The Tenant hereby covenants with the Landlord as follows:-

- 3.1 to observe and perform the obligations set out in the Third Schedule
- 3.2 to pay to the Landlord the Rent in advance on the Rent Payment Date and on the date hereof to pay a due proportion of that Rent for the period commencing on the date hereof.
- 3.3 in respect of every Service Charge Year to pay on demand to the Landlord a Proportion of the Service Charge by four equal instalments in advance on each of the Service Charge Dates Provided that in respect of the Service Charge Year current at the date hereof the Tenant shall on the execution hereof pay the due proportion of the Service Charge for the period commencing on the date hereof and expiring on the day before the next Service Charge Date.
- 3.4 to pay to the Landlord on demand a Proportion of the appropriate Service Charge Adjustment pursuant to the Fourth Schedule
- 3.5 to pay to the Landlord on demand a Proportion as the case may be of any Additional Contribution that may be levied by the Landlord

3.6 to make all payments due pursuant to this Lease to the Landlord by bank standing order or such other method as may be agreed between the parties hereto

3.7 to observe and perform all covenants on the Charges Register of the Title above referred to insofar as they are subsisting and enforceable and relate to the Property (other than those relating to any financial charges) and to indemnify the Landlord against all actions costs claims and demands in respect of any breach thereof

4. MAINTENANCE COVENANTS BY THE LANDLORD

The Landlord hereby covenants with the Tenant that the Landlord will during the Term carry out the Services appropriate to the Property as hereinbefore mentioned provided always that:-

4.1 the Tenant shall have complied with clauses 3.3 – 3.5 (inclusive) of this Lease

4.2 the Tenant shall not be in breach of any of his covenants herein contained

4.3 in the case of any item of disrepair the Landlord shall not be liable for breach of this covenant until the Tenant has given written notice thereof to the Landlord and the Landlord has had a reasonable opportunity to remedy the same

4.4 the Landlord shall not be liable to the Tenant for any failure or interruption on the Services where the failure or interruption is outside of the Landlord's control.

4.5 if at any time the Landlord shall reasonably consider that it would be in the general interest of the tenants of the properties at the Building so to do the Landlord shall have power to discontinue any of the Services which in its opinion shall have become impracticable obsolete unnecessary or excessively costly.

5. COVENANTS BY THE LANDLORD WITH THE TENANT

The Landlord hereby covenants with the Tenant as follows (BUT PROVIDED THAT nothing contained in this Lease shall operate to prevent the Landlord from developing the remainder of the Building for residential commercial and other building purposes):-

5.1 that the Tenant paying the Rent hereby reserved and all other moneys payable hereunder and performing and observing the covenants conditions and agreements herein contained and on the Tenant's part to be performed and observed shall peaceably hold and enjoy the Property during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for it

5.2 that any lease granted by the Landlord of any Dwellings shall contain covenants and regulations to be observed by the tenants thereof substantially in the same terms as those to be observed by the Tenant as contained in this Lease

5.3 that any of the Dwellings shall not be let otherwise than on terms whereby there is paid in respect of each such Dwellings throughout the term of the lease a Service Charge computed in respect of such Dwellings in accordance with the Fourth Schedule

6. RENT REVIEW PROVISIONS

6.1 The annual Rent shall be reviewed in an upwards only direction on the 5th anniversary of the commencement date of the Term and on the expiry of each successive period of 10 years thereafter ("the Review Dates")]

6.2 On each Review Date the Rent shall be a sum equal to the Rent payable during the preceding ten years varied by the same proportion as shall be borne by any increase in the Retail Prices Index All Items during the same period

- 6.3 The Landlord shall determine the Rent on the Review Dates and shall notify the Tenant of such determination in writing
- 6.4 If the Tenant shall object to the Landlord's determination the Tenant shall serve written notice of such objection together with his own determination within one calendar month of the date of the Landlord's notice
- 6.5 If the Landlord and the Tenant shall fail to agree within one calendar month of the Tenant's notice the matter shall be referred to the Surveyor for determination and the decision of the Surveyor shall be final and binding upon the Parties save in the case of manifest error
- 6.6 The fees of the Surveyor for such determination shall be borne equally by the Landlord and the Tenant
- 6.7 IT IS HEREBY AGREED AND DECLARED by the Landlord and the Tenant that if at any time the rent payable hereunder shall be over and above the sum set out in Paragraph 3 of Schedule 1 of the Housing Act 1988 (as such may be modified from time to time) then the rent payable hereunder shall be limited to such sums as is set out in Paragraph 3 of Schedule 3 of the Housing Act 1988 Provided Always that in the event that at any time this lease does not constitute an 'assured tenancy' within the meaning of Part 1 of the Housing Act 1988 (as may be modified from time to time) this clause shall cease to have effect.

7. PROVISOS

Provided always and it is hereby agreed as follows:-

For re-entry

- 7.1 If the Rent or the Proportion of the Service Charge or any Service Charge Adjustment or any Additional Contribution or any part thereof respectively shall be unpaid for twenty-one (21) days after becoming payable (whether formally demanded or not) or if any covenants on the Tenant's part herein contained shall not be performed and observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property or any part thereof 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 breach of the Tenant's covenants herein contained

Exclusion of liability for damage or loss

- 7.2 The Landlord shall not be liable or responsible for any damage suffered by the Tenant or any servant agent or workman of the Tenant or any member of the Tenant's family or any guest of his through any defect or want of repair in any fixture Conduit machinery or thing in or upon the Building or any part thereof (including the Property) or through the neglect fault or misconduct of any servant employed by the Landlord in connection with the Building except insofar as such liability may be covered by insurance effected by the Landlord pursuant to Paragraphs 14 and 15 of the Fifth Schedule

References of dispute to Surveyor

- 7.3 In case of dispute between the Tenant and any tenant or occupier of any part of the Building not hereby demised between the Tenant and any owner or occupier of any adjoining or neighbouring property relating to any part of the Building or such adjoining property such dispute shall be decided by the Landlord or (if the Landlord so requires) referred to the Surveyor and the decision of the Landlord or the Surveyor (as between the Tenant and any other tenant or occupier of any part of the Building) shall be final and binding and the Surveyor shall be entitled to require to be paid his proper fee in respect of each such reference such fee to be borne as the Surveyor shall award

Power to impose or vary Regulations

- 7.4 The Landlord may (acting reasonably) at any time or times during the Term in the interests of good estate management impose such regulations of general application regarding the Building or the properties therein as it may in its absolute discretion think fit (but so that any such regulations shall not conflict with this Lease) and the Landlord shall have power in their absolute discretion to revoke amend or add to those regulations or any additions thereto or substitutions therefor

Suspension of Rent

- 7.5 If the Property or any part thereof shall at any time during the Term be destroyed or damaged by fire or any other risk covered by the insurance effected pursuant to Paragraph 14 of the Fifth Schedule so as to be unfit for habitation and use and the policy or policies of insurance so effected shall not have been vitiated or payment of the policy moneys refused in whole or in part in consequence of any act or default of the Tenant the Rent or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the date falling three years after the date of the damage or if earlier the date on which the Property shall again be rendered fit for habitation and use and any dispute concerning this Clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory enactments in that behalf for the time being in force

Exclusion of implied obligations

- 7.6 The Tenant accepts the obligations of the Landlord for the performance of the Services in substitution for and to the entire exclusion of any implied obligations on the part of the Landlord in respect of any such matters

Surveyor's certificate

- 7.7 Wherever in this Lease there is any provision for a surveyor or other person to give a certificate or decision such certificate or decision shall extend only to matters of fact and shall not extend to any question of law but subject thereto any such certificate or decision shall be final and binding

Value Added Tax

- 7.8 Wherever in this Lease there is a covenant by the Tenant to pay expenditure expenses outgoings charges costs fees or any like expression incurred or payable by the Landlord all such expressions shall include all VAT or any imposition replacing the same incurred or payable by the Landlord in connection with the subject matter of the covenant and this Lease shall be construed accordingly

Limitation of Landlord's Obligations

- 7.9 The Landlord shall not be liable for any breach of its covenants in this Lease unless and until a notice in writing has been received by the Landlord specifying the breach and the Landlord has had a reasonable opportunity to remedy the same
- 7.10 The Tenant shall not be entitled:
- 7.10.1 to enforce any of the Landlord's covenants while any sums payable by the Tenant to the Landlord under this Lease are in arrears or the Tenant is otherwise in substantial breach of the Tenant's covenants under this Lease
 - 7.10.2 to set off any sum or sums against the payment of Rent and/or Service Charge or make any deduction whatsoever in respect of any sum or sums which the Tenant may consider is owing to the Tenant by the Landlord save as may be properly accounted for within the Service Charge provisions

- 7.11 The Landlord (here meaning Oxhey Management Limited) shall remain liable on its covenants contained in Clause 5 only for so long as the Landlord remains the proprietor of the reversionary interest in the Building.

Tenant's acknowledgement

- 7.12 The Tenant accepts that all payments due from the Tenant to the Landlord pursuant to this Lease shall be made without set-off or deduction and any concerns of the Tenant which might otherwise have led to the Tenant making a set-off or deduction shall be raised as a separate matter with the Landlord
- 7.13 For the purposes of any statutory law or regulation relevant to data protection and privacy from time to time in force the Tenant acknowledges that information relating to the tenancy created by this lease shall be held by the Landlord (or any agent employed by the Landlord) on a computer and other filing systems for the purposes of general administration and/or enforcement of this lease and agrees to such information being used for such purposes and being disclosed to third parties so far only as is necessary in connection with the Landlords interest in or disposal of the Property the insurance and maintenance of the Property and in checking the credit worthiness of the Tenant.

8. THE LANDLORD'S POWERS OF INVESTMENT

- 8.1 The Landlord hereby declares that it will hold all Service Charge monies (until the same are spent) in trust for the Tenant and the tenants of the other properties in the Building in the same proportions as such Service Charge moneys shall have been paid
- 8.2 The Landlord shall have power at its discretion to invest in deposits with or loans to a bank or building society or with a local authority at interest or to invest in the purchase of fixed interest government securities of the United Kingdom or the Government of Northern Ireland having a final redemption date not later than five years after the date of acquisition sums representing the reserve created pursuant to Paragraph 2.2 of the Fourth Schedule and to withdraw the same from deposit or realise the same as required in order to meet expenses referred to in Paragraph 2.2 or to meet any temporary deficiency in the moneys available to meet the expenditure referred to in Paragraph 2.1 of that Schedule
- 8.3 The Landlord may at its discretion:-
- 8.3.1 place or invest such sums or any part thereof jointly with other funds on a single account or holding
 - 8.3.2 place such sums or investments in the name of a nominee
 - 8.3.3 exercise the same powers of investment in respect of Service Charge monies which are intended for current expenditure and do not represent reserves

9. SERVICE OF NOTICE

The provisions of Section 196 of the Law of Property Act 1925 shall apply to the service of any notices under the provisions of this Lease

10. ENFORCEMENT BY THIRD PARTY

ANY person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act including (without limitation) rights of successors in title of the parties hereto

11. NEW TENANCY

- 11.1 This Lease takes effect subject to the provisions in Sections 3 to 16 (inclusive) and Section 21 of the Landlord and Tenant (Covenants) Act 1995
- 11.2 Upon receipt of any application from any person who at any time prior to the date of such application was entitled to the reversion immediately expectant upon the term granted by this Lease and is no longer so entitled for the release of any covenant in respect of the whole or any part of the demised premises the Tenant shall consent to (and shall not serve any notice objecting to) such release
- 11.3 If at any time any part of the provisions of this Lease is or becomes invalid illegal or unenforceable in any respect the validity legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby

IN WITNESS whereof this Lease has been executed as a Deed

THE FIRST SCHEDULE

Part I : Description of the Property

1. The Property includes (for the purpose of obligation as well as demise):-
- 1.1 the internal plastered coverings and plaster work of the walls bounding the Property and the whole of the internal walls serving the Property
 - 1.2 the doors and the door frames and the windows and the window frames (but not the exterior surfaces therein)
 - 1.3 the plastered coverings and plaster work of the walls lying within the property and the doors and door frames fitted therein
 - 1.4 the plastered coverings and plaster work of the ceilings and floorboards and other surfaces of the floors (and staircases where appropriate) thereof and
 - 1.5 all Conduits which serve exclusively the property and
 - 1.6 all fixtures and fittings in or about the property (other than landlord's fixtures and fittings) and not hereinafter expressly excluded
 - 1.7 all additions and improvements to the Property
- but excludes:-
- 1.8 any part or parts of the building within the Building of which the property forms part (other than any Conduits expressly included) lying above the said surfaces of the ceilings or below the said surfaces of the floors and
 - 1.9 any of the main timbers and joists of the said building within the Building or any of the external structural walls therein except such of the plastered surfaces thereof and the doors and door frames fitted therein as are expressly included and
 - 1.10 any Conduits which do not serve exclusively the property

Part II : Rights granted to the Tenant

The rights for the Tenant (in common with the Landlord and all others authorised by the Landlord or entitled to the like right) at all times and for all purposes incidental to the occupation and enjoyment of the Property:-

1. The right from time to time to pass and repass on foot only over any common stairways passages landings lifts hallways staircases access ways and pathways forming part of the Building
2. The right of passage and running of services from and to the Property in through and along any Conduits now laid or hereafter laid within the Building which do not serve exclusively the Property
3. The right with agents and workmen at reasonable hours in the daytime after reasonable notice (except in case of emergency when no notice shall be required) to enter into and upon other parts of the Building for the purpose of inspecting repairing maintaining decorating or renewing any part of the Property including any Conduits which serve exclusively the Property the Tenant making good all damage thereby occasioned
4. The right to subjacent and lateral support shelter and protection for the Property from the remainder of the Building not hereby demised
5. The right to use any common television aerial/dish service internal telephone system door porter system electronically operated entrance doors and gates and other apparatus from time to time installed in the Building for the use of residents of the Building subject to the Tenant complying with the relevant provisions of any agreement from time to time made between the Landlord and the persons or corporation installing supplying or maintaining the same and any rules which the Landlord may from time to time make in respect thereof and also paying to the Landlord or any such corporation such rent or charge as the Landlord or such person or corporation may require in respect thereof
6. The right to use the designated bin store within the Building (if any) for the purpose of placing sacks or bins or other suitable containers approved by the Landlord
7. A right to park a bicycle in the cycle store (if any) forming part of the Building (subject to availability on a first come first serve basis).
8. The benefit of the respective covenants obligations and restrictions contained in the leases of the other Dwellings granted by the Landlord PROVIDED ALWAYS that none of the rights granted by this Schedule shall apply to or be exercised over any electricity sub-station sites or land or apparatus of any Local or other Statutory Authorities or of any other persons having similar rights and included in the Building
9. The right in common with all others with a like right to use the Communal Areas of the Building for the reasons for which they were intended to be used.

THE SECOND SCHEDULE

Rights Excepted and Reserved

1. The right of passage and running of services from and to the remainder of the Building or any part thereof in through and along the Conduits in or upon the Property or any part thereof
2. The right for the Landlord and its servants agents and workmen at all reasonable times to enter the Property for the purpose of inspecting repairing maintaining decorating or renewing any part of the Building (whether hereby demised or not) including all Conduits in or upon the Building or any part thereof

3. The right for the Landlord at any time or times to rebuild reconstruct or alter the Building or any part thereof (other than the Property) or any buildings adjoining or adjacent to the Building or to erect new buildings on any property so adjoining or so adjacent in such manner as the Landlord shall think fit notwithstanding that the access of light and air to the Property may thereby be interfered with
4. The right to subjacent and lateral support shelter and protection from the Property for the other parts of the Building hereby demised
5. The right for the Landlord to connect to any common television aerial door entry system or other apparatus (if any) referred to in Paragraph 5 of Part II of the First Schedule
6. The right from time to time granted to any person or corporation on the authority of the Landlord to enter the Property for the purpose of inspecting repairing maintaining renewing or removing such common television aerial service internal telephone system electronically operated doors and gates door porter system or other apparatus the person or corporation exercising such right making good all damage thereby occasioned
7. The right for the Local or other Statutory Authorities to enter into the Property with or without workmen plant and machinery for the purpose of laying maintaining repairing or replacing drains pipes cables sewers and other conducting media and the right also to erect street lighting telephone or other apparatus required by such Authority in connection with services to be supplied and maintained in the neighbourhood and for any other purpose of a like kind and also the right thereafter to use the same by such Authority for the said purpose causing as little damage as possible and making good all damage thereby occasioned
8. The right from time to time for the Landlord or anyone on its authority at all reasonable times (save in an emergency) to enter the Property for reasons connected with any telecommunications or substation lease granted over a part of the Building.

THE THIRD SCHEDULE

Part I : Tenant's Covenants

To pay interest and costs

1. If the Rent or the Proportion of the Service Charge or any Service Charge Adjustment or any Additional Contribution or any part thereof payable by the Tenant shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) to pay to the Landlord Interest upon such sum or sums as shall remain unpaid calculated on a day to day basis from the date of the same becoming due to the date of payment but without prejudice to the operation of the proviso for re-entry hereinbefore contained or any other right of action of the Landlord in respect of non-payment of Rent or the Proportion of the Service Charge or Service Charge Adjustment or Additional Contribution
2. To pay to the Landlord (or its agents if so directed by the Landlord) on a full indemnity basis all costs and expenses incurred by the Landlord its agents or its solicitors in enforcing the payment of any Rent or Proportion of the Service Charge or Service Charge Adjustment or Additional Contribution or other moneys payable by the Tenant under the terms of the Lease

To pay outgoings

3. To pay all existing and future rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which now are or during the Term shall be assessed charged or imposed on or payable in respect of the Property or any part thereof or on the Landlord tenant owner or occupier in respect thereof and also to pay a due proportion (to be conclusively determined by the Surveyor) of any such item as aforesaid which may be assessed charged or imposed on or payable in

respect of the Property together with the other properties or other parts of the Building (but not in respect of the entirety of the)

To repair the Property and Conduits

4. At all times during the Term to maintain and keep the Property clean and in good repair and condition and in particular as occasion requires thoroughly to clean all windows within the Property which are not cleaned by the Landlord in accordance with paragraph 6 of the Fifth Schedule and all cisterns serving the Property and to keep all Conduits for the exclusive service of the Property in good repair and condition and free from obstruction Provided that:-
 - 4.1 the Tenant will not paint or otherwise interfere with the outside surfaces of the front door of the Property or of the windows therein and
 - 4.2 before repairing the Conduits the Tenant will give notice to the Landlord stating the nature of the defect or damage thereto and in repairing the same will comply in all respects with the requirements of the Surveyor or the Landlord and of all Local or other Statutory Authorities having jurisdiction in the matter

To decorate

5. Once in every seven years and in the last three months of the Term whensoever and howsoever determined to the reasonable satisfaction of the Landlord or the Surveyor in a suitable and workmanlike manner to prepare and decorate with good quality materials all the interior parts of the Property

To comply with statutes and regulations

6. At the Tenant's own expense to execute and do all such works as may be directed in pursuance of any statutory enactment or otherwise by any national local or public authority or body to be executed or done at any time during the Term upon or in respect of the Property whether by the Landlord or the Tenant thereof

To obtain consents for works

7. At the Tenant's own expense to obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Tenant to the Property or any part thereof or any user thereof during the Term and to pay the reasonable fees costs and charges of the respective solicitors and surveyors for the time being of the Landlord in relation to any planning application inspection or approval or otherwise in connection therewith and to keep the Landlord indemnified in respect of any breach or non-observance thereof

Not to alter

8. Not to alter the internal planning of the Property or the height elevation or appearance of the Property nor at any time make any alterations or additions thereto nor cut maim or remove any of the party or other walls or partitions or the principal or load bearing timbers or iron and steel or other supports of the Property nor to carry out any development on the Property nor change the user thereof (within the meaning of any legislation for the time being related to Town and Country Planning) without the previous written licence of the Landlord Provided that such plans and specifications of any such alterations or works as the Landlord shall deem necessary shall be first submitted to the Landlord for its approval and the Tenant shall pay the fees of the Surveyor for approving the plans and specifications and inspecting the works and shall also pay the proper legal costs of the Landlord in connection with any such licence

Assignment or sub-letting

9. Not to:-

- 9.1 transfer or assign or underlet or part with or share possession of any part of the Property (as distinct from the whole)
- 9.2 underlet the Property save by way of a Permitted Underlease or otherwise than with the prior written consent of the Landlord and in a form containing a covenant by the underlessee to observe and perform the covenants and conditions contained in this Lease mutatis mutandis PROVIDED THAT the Tenant shall be entitled to grant assured shorthold tenancies of the Property for periods of one year or less ("ASTs") containing a covenant by the underlessee to observe and perform the covenants and conditions contained in this Lease mutatis mutandis without the need for such consent
- 9.3 Not to transfer or assign this lease to a person or body corporate not ordinarily resident in England or Wales without written consent from the Landlord such consent not to be unreasonably withheld or delayed and the transferee or assignee having supplied an address for service of notices and demands for payment and for service of proceedings in England and Wales other than the Property (that address remaining as the address for service within the jurisdiction until the Landlord receives a written notice of an alternative address for service within England and Wales) in addition to any other address outside the jurisdiction they may wish to supply for prompt settlement of demands for payment and if required by the Landlord the transferee or assignee not ordinarily resident in England and Wales providing the Landlord with a deposit equivalent to at least two years anticipated Service Charge and insurance liabilities due under this Lease on the Landlord's usual and reasonable terms in respect thereof

Rent on underletting

10. Not at any time during the Term to underlet or permit the Property to be underlet (other than ASTs) except upon terms that the underlessee shall be liable to pay throughout the term of such underlease not less than the aggregate of the Rent the Proportion of the Service Charge the Service Charge Adjustment and the Additional Contribution

Covenants in underlease

11. To cause to be inserted in every underlease (whether mediate or immediate) except in the case of an underletting at a rack rent without payment of a premium for a period not exceeding seven years a covenant by the underlessee with the Landlord and with the Tenant to observe and perform all the covenants and conditions in this Lease contained (except the covenants for the payment of Rent and Service Charge) with a condition permitting re-entry in case of any breach of any of the said covenants or conditions (except as aforesaid)

Registration of dispositions and charges

12. Upon every underletting assignment or transfer of the Property or the creation of any mortgage or charge thereon or upon the devolution of the Term howsoever arising (other than an AST) within one month thereafter to give to the Landlord or its solicitors a notice in writing with full particulars thereof and to produce to the Landlord certified copies of every document evidencing such disposition and to pay to the Landlord and managing agent (if any) a reasonable fee (but not less than Seventy Five Pounds (£75.00)) for the registration of every such notice
13. Upon every underletting of the Property or on such occasion when the Property shall not be the principal residence of the Tenant (whilst the Tenant is the tenant for the purposes hereof) within one month of vacation of the Property by the Tenant to give to the Landlord or its solicitors a notice in writing with full particulars of the Tenant's permanent place of residence

To permit inspections

14. To permit the Landlord or its agents either alone or with workmen at any reasonable hour in the daytime after reasonable notice except in the case of emergency to enter the Property

and examine the state of repair and condition thereof and to take an inventory of the Landlord's fixtures and fittings therein and that the Tenant will repair and make good all defects or want of repair and decoration for which notice in writing shall be given by the Landlord to the Tenant within three calendar months (or sooner in the case of emergency) after the giving of such notice and if the Tenant shall at any time make default in the performance of any of the covenants hereinbefore contained for or relating to the repair or decoration of the Property it shall be lawful for the Landlord (but without prejudice to the right of re-entry under Clause 7.1) to enter upon the Property and repair or decorate the same at the expense of the Tenant in accordance with the covenants and provisions hereof and the expenses of such repairs or decorations shall be a debt to be repaid by the Tenant to the Landlord on demand

Permit entry for repairs

15. To permit the Landlord or their tenants or occupiers of the adjoining or neighbouring properties of the Landlord or the respective agents or workmen of the persons aforesaid at reasonable hours in the daytime after reasonable notice (except in the case of emergency) to enter upon the Property for the purpose of executing repairs improvements or alterations to or upon any part of the Property or of the said neighbouring property or for the purpose of constructing laying down altering cleansing emptying removing renewing or maintaining any existing or new Conduits in or upon the Building or any part thereof including the Property but making good to the Tenant all damage thereby occasioned and the Tenant will not remove or interfere with any such Conduits Provided that any new Conduits shall be located in a position which will least interfere with the enjoyment by the Tenant of the amenities of the Property

To pay costs of notices

16. To pay to the Landlord on demand all costs charges and expenses (including legal costs and surveyor's fees) which may be incurred by the Landlord or which may become payable by the Landlord in respect of the preparation or service of a Schedule of Dilapidations or under or in contemplation of any proceedings in respect of the Property under Sections 146 and 147 of the Law of Property Act 1925 or in the preparation or service of any notice thereunder respectively notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

To pay costs of consents

17. To pay all reasonable costs and expenses of the Landlord (if appropriate) (including its solicitor's agents and surveyor's costs and fees) incurred in granting any consent under this Lease

Not to void insurance

18. Not to do or permit or suffer any act matter or thing in or upon the Property which may render any increased or extra premium to be payable for the insurance of the Building or which may make void or voidable any policy for such insurance and to indemnify the Landlord against any increased or additional premium which by reason of any such act or default of the Tenant may be required for effecting or keeping up any such insurance and in the event of the Property or the Building or any part thereof being damaged or destroyed by fire or any other risk insured in accordance with the provisions hereinafter contained at any time during the Term and the insurance money under any insurance policy effected thereon in accordance with such provisions being wholly or partially irrecoverable by reason solely or in part of any act of default of the Tenant then and in every such case the Tenant will forthwith pay to the Landlord the whole or (as the case may require) a fair proportion of the cost of rebuilding and reinstating the same Any dispute as to the proportion to be so contributed by the Tenant or otherwise in respect of or arising out of this provisions is to be referred to arbitration in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

To permit letting notice

19. To permit the Landlord or its surveyors or agents at any time during the last three months of the Term howsoever determined to exhibit suitable notice boards in any part of the highway frontage of the Property confirming that the Property is to be let or sold and also at all convenient hours in the daytime by appointment if reasonably possible to enter into and to show the Property to any person desiring to view the same and to allow any person producing a written authority from the Landlord or its surveyors or agents to enter and view the same

To yield up in repair

20. At the expiration or sooner determination of the Term to yield up to the Landlord the Property together with all additions and improvements made thereto in the meantime so decorated repaired cleansed maintained amended and kept as aforesaid

Not to obstruct entrances

21. Not to do or suffer to be done anything which might hinder or prevent free access with or without vehicles to the entrance of the Building

To forward notices

22. Forthwith to give notice to the Landlord of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Tenant or any underlessee of the Property and if so required by the Landlord to produce the same and where reasonably required by the Landlord make or join in making such applications or representations in respect thereof as are referred to in Paragraph 10.2 of the Fifth Schedule

Not to erect aerials

23. Not to erect or cause or permit to be erected upon the exterior of the Property or upon any exterior part of the Building any satellite television dish or any wireless television or other aerial or other apparatus for receiving wireless telegraphic or other signals and not to cause or permit any such aerial or apparatus wholly or in part to project from the interior of the Property.

To pay or contribute to repairs necessitated by the Tenant's default

24. To repay to the Landlord all costs charges and expenses incurred by the Landlord in repairing renewing and reinstating any part of the Building not hereby demised or any Conduits serving the Building so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act of negligence or default of the Tenant its agents servants or anyone at the Building on the authority of the Tenant.

Not to obstruct windows

25. Not to stop up darken or obstruct any windows or lights belonging to the Building or any adjoining or neighbouring buildings belonging to the Landlord nor knowingly permit any new window light opening doorway path passage drain or other encroachment or easement to be made or attempted to be made forthwith upon first becoming aware thereof to give notice in writing to the Landlord and at the request of the Landlord to adopt such means as may be reasonably required or deemed proper for preventing such encroachment or the acquisition of any such easement

To observe the regulations

26. The Tenant covenants with the Landlord at all times during the Term to observe the Building Regulations

Part II : Building Regulations to be observed by the Tenant

1. Not without the written consent of the Landlord to use the Property or suffer the same to be used for the purpose of any manufacture trade or business of any description or for any purpose other than as a private dwelling nor place or suffer to be placed on any part of the Property any showboard placard or nameplate
2. Not to do or suffer to be done any act or thing in or about the Property which shall or may grow to the annoyance nuisance damage or disturbance of the Landlord or the owner or occupier of any part of the remainder of the Building
3. Not to place or keep dustbins or refuse bags or the like other than in the bin store (if any) provided for such purpose to keep the said bin store in a neat and tidy condition
4. Not without the written consent of the Landlord to erect or display any notice offering the Property for sale or letting within a period of two years from the date hereof
5. Not to erect or place television aerials on the roof or exterior of the Property or Building nor to erect or place any aerial satellite receiver or similar apparatus for the reception or transmission of television or radio signals on any part of the Property so as to be visible from the remainder of the Building which might cause interference with the reasonable enjoyment of the remainder of the Building.
6. Not to keep or allow any vehicles to stand on any private accessways serving the Building or any communal gardens footpaths roads and parking courts serving the Building nor to do anything which would obstruct the easy access over the same
7. Not to use any electrical device which has not an effective suppressor fitted thereto
8. Not without the written consent of the Landlord (which consent may be revoked or withdrawn at any time) to keep any animal bird or reptile in the Property
9. Not to place any item in nor to obstruct the entrance hall staircase and landings or accessways giving access to the Property
10. To close cover all floors of the Property with carpet wooden or other flooring comprising suitable high quality sound absorbing material or supported by high quality sound absorbing underlay (and in the event that tiling is used this must be laid on a bonded soft covering and must not be butted up to the skirting neither must adhesive nor tile grout touch the skirting) such that the noise levels emitted from the Property to other Dwellings are absorbed throughout the Term and are kept at an absolute minimum and in satisfaction of the appropriate Statutory Authorities' building regulation and other requirements from time to time and are not altered without the consent of the Landlord PROVIDED THAT nothing in this clause shall prevent the Tenant from being able to remove the floor coverings whilst cleaning repairing or decorating the Property or for some temporary purpose
11. Not to place or fix outside the windows of the Property any sun blinds window boxes flower pots or other articles without the written consent of the Landlord and not to put hang or permit to be hung any clothing or other articles upon the outside of the Property or the Building
12. Not to allow any radio or television or any musical or mechanical instrument to be played or any music or singing to take place in or on the Property so as to be an annoyance to the Landlord or the tenants and occupiers of the other properties in the Building and not to allow any musical or mechanical instrument to be played or any music or singing to take place in the Building at all between the hours of eleven p.m and eight a.m
13. Not to waste water supplied to the Property

14. Not to use the Lift (if any) for any purpose other than access to and egress from the Property by the Tenant and persons authorised by the Tenant PROVIDED THAT the Lift shall not be used to transport items of furniture and other bulky items to or from the Property
15. Not to use or permit to be used any barbecue on any part of the Property or any private terraces the Communal Areas or any common parts of the Building
16. Not to permit any washing to be hung on any of the Communal Areas or any common parts of the Building
17. Not to store or permit to be stored any item whatsoever in any loft area that may be accessible from the Property

THE FOURTH SCHEDULE

Computation of the Service Charge

1. The Service Charge in respect of each Service Charge Year shall be computed not later than the period which is 2 months immediately preceding the commencement of the Service Charge Year (other than the Service Charge for the Service Charge Year current at the date of this Lease which has already been computed) and shall be computed in accordance with Paragraph 2 of this Schedule
2. The Service Charge shall consist of a sum comprising:-
 - 2.1 the expenditure estimated as likely to be incurred in the Service Charge Year by the Landlord for the purposes mentioned in the Fifth Schedule together with
 - 2.2 an appropriate amount as a reserve for or towards those of the matters mentioned in the Fifth Schedule as are likely to give rise to expenditure after such Service Charge Year being matters which are likely to arise either only once during the then unexpired Term or at intervals of more than one year during such unexpired Term including (without prejudice to the generality of the foregoing) such matters as the decorating of the exterior of the Building the repair of the structure thereof and the repair of the Conduits
 - 2.3 a reasonable sum to remunerate the Landlord for its administrative and management expenses in respect of the Building (including a profit element) such sum if challenged by any tenant to be referred for determination by an independent Chartered Accountant appointed on the application of the Landlord by the President of the Institute of Chartered Accountants in England and Wales acting as an expert
 - 2.4 but reduced by such amount (if any) as the Landlord at the date of computation intends to draw from reserve during the Service Charge Year
3. After the end of each Service Charge Year the Landlord shall determine the Service Charge Adjustment calculated as set out below:
 - 3.1 The Service Charge Adjustment shall be the amount (if any) by which the respective estimates under Paragraph 2 of this Schedule shall have exceeded or fallen short of the actual expenditure in the Service Charge Year
 - 3.2 The Tenant shall be credited with or shall on demand pay (as the case may be) the Proportion of the Service Charge Adjustment appropriate to the Property
4. Subject to the provisions of Paragraph 2.3 of this Schedule a certificate signed by the Landlord and purporting to show the amount of the Service Charge or the amount of the Service Charge Adjustment for any Service Charge Year shall be conclusive of such amount save as regards manifest errors
5. The Landlord shall arrange for accounts of the Service Charge in respect of each Service Charge Year to be prepared and shall supply to the Tenant a summary of such accounts

6. If in the opinion of the Landlord it should at any time become necessary or equitable to do so the Landlord shall recalculate the Proportion of the Service Charge appropriate to the Property and proportions attributable to other properties in the Building in such manner as the Landlord shall consider to be equitable and shall notify the tenants accordingly and in such case as from the date specified in the notice the new Proportion notified to the Tenant in respect of the Property shall be substituted for that previously advised to the Tenant and the new proportions notified to the other tenants in respect of the other properties shall also be substituted for those set out in the corresponding provision of their leases
7. The Landlord may change the commencement date of the Service Charge Year from time to time and will notify the Tenant accordingly

THE FIFTH SCHEDULE

Purposes for which the Service Charge is to be applied

Decoration and repair of structure and maintenance of grounds

1. As often as may in the opinion of the Landlord be necessary to prepare and decorate in appropriate colours with good quality materials in a workmanlike manner all the outside rendering wood and metalwork of the Building usually decorated
2. To keep the structural walls ceilings and floors of the Building and the whole of the structure roof foundations and all Conduits and boundary walls and fences within the Building (but excluding such parts thereof as are included in the Property by virtue of the definition contained in Part I of the First Schedule and the corresponding parts of all other Dwellings in the Building) in good repair and condition
3. Properly to cultivate and preserve in good order and condition the Communal Areas and to keep any private accessway communal gardens footpaths roads parking courts visitor parking spaces (if any) fences screens and walls exclusively serving the Building or within the Building properly maintained and surfaced

Decoration and repair of common parts

4. To keep the entrance hall staircase Lift and landing (if any) leading to the Dwellings and used in common by the tenants and occupiers of such Dwellings and all Conduits now laid or hereafter to be laid in or upon the Building or any part thereof (other than those serving exclusively individual properties therein) in good repair and condition and as often as may in the opinion of the Landlord be necessary in a suitable and workmanlike manner to prepare and decorate with good quality materials the interior of the said common parts
5. To keep the Communal Areas (including bin stores if any) suitably furnished lit and cleaned and supplied with electricity
6. To clean the windows within the communal areas of the Building

Payment of outgoings

7. To pay all existing and future rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which are now or during the Term shall be assessed charged or imposed or payable on or in respect of the entirety of the Building or the curtilage or common parts thereof and in the event of the curtilage or common parts or any parts thereof or such property being assessed or charged together with any other property or properties to pay a due proportion thereof to be conclusively determined by the Landlord
8. To pay all costs and expenses incurred by the Landlord in maintaining a supply of cold water and electricity to the Building (including the cost of replacement light bulbs)

Employment of staff

9. Unless prevented by any cause beyond the control of the Landlord to employ such staff to perform such services as the Landlord shall think necessary in or about the Building but so that the Landlord shall not be liable to the Tenant for any act default or omission by such staff and to pay or make such provision as the Landlord shall think fit for pensions annuities or retirement or disability benefits for staff on the termination of their employment

Payment of costs incurred in management

10. To make provision for the payment of all costs and expenses incurred by the Landlord:-
 - 10.1 in the running and management of the Building and the collection of the rents and Service Charge in respect of the Dwellings and in the enforcement of the covenants and conditions and regulations contained in the leases of the properties in the Building and
 - 10.2 in making such applications and representations and taking such action as the Landlord shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Tenant or any underlessee of the Property or on any tenant of any other of the properties in the Building or on the Landlord in respect of the Building or the Communal Areas or all or any of the properties therein and
 - 10.3 in the determination of the Landlord's remuneration referred to in Paragraph 2.3 of the Fourth Schedule
 - 10.4 in the preparation and audit of the Service Charge accounts
 - 10.5 in the payment of the costs fees and expenses paid to any Agent Accountant or legal representative appointed by the Landlord in connection with the provision of the services set out in this Schedule

Television aerial/satellite dish and other common systems

11. To pay all expenses of providing maintaining repairing renewing servicing or otherwise relating to any common television aerial/satellite dish service internal telephone system door entry/porter system electronic doors and gates roller shutter fire protection system man safe system lightning protection system or other apparatus (if any of the foregoing are installed) including any fees or charges payable to any contractor person or corporation in respect of the same
12. To maintain the water pump and tanks providing fresh water to the Building and to carry out testing for contamination

Enforcing covenants of other tenants in favour of the Landlord

13. If so required by any tenant of a Dwelling to enforce the covenants and conditions contained herein on the part of the Tenant or the similar covenants and conditions entered into or to be entered into by the tenants of other Dwellings in favour of the Landlord so far as the same affect the Property requiring such enforcement and on such tenant indemnifying the Landlord against all costs and expenses in respect of such enforcement and (if so required by the Landlord) giving reasonable security for such costs and expenses

Insurance

14. To keep the Building (including the Landlord's fixtures and fittings and the furnishings of the common parts thereof but not the contents of any property therein) insured against loss or damage by fire lightning explosion earthquake storm flood escape of water riot civil commotion subsidence heave or landslip (in each case subject to availability) and such other risks as the Landlord shall think fit for a sum equal to not less than the full replacement value thereof including three years loss of ground rent and all architect's surveyor's and other fees necessary in connection therewith in some insurance office of repute and through such agency as the Landlord shall in its discretion decide and to have the Tenant and the tenants of the other properties included in the policy as insured persons and to produce to the Tenant on request the policy of insurance and the receipt for the current premium and forthwith to

utilise the proceeds received of any such policy as far as the same will extend to rebuild or reinstate the Building and the Tenant hereby authorises the Landlord to receive the insurance moneys for this purpose but without prejudice to the Tenant's liability to pay or contribute to the costs thereof as hereinbefore provided in the event of the insurance money being wholly or partially irrecoverable by reason of any act or default of the Tenant his servants agents guests invitees or licensees PROVIDED THAT the Building shall be deemed to be insured for a sum equal to the full replacement value thereof notwithstanding that any policy of insurance in force contains a provision whereby the first part of any loss shall not be borne by the Insurers (hereinafter called "an excess provision") so long as the Landlord is satisfied that the inclusion of such an excess provision in any policy of insurance is in the general interest of the tenants of the properties in the Building having regard to the additional costs of insuring without such an excess provision

Third party insurance

15. To effect insurance against the liability of the Landlord to third parties and against such other risks and in such amount as the Landlord shall think fit (but not against the liability of individual tenants as occupiers of the properties in the Building)

Lift (if any)

16. To pay and discharge any electricity charges assessed in respect of the Lift (if any).
17. To effect such additional insurance as may be required in respect of the Lift (if any) and to pay any rental and/or service payment in its maintenance in accordance with any rental and/or service agreement
18. To accumulate such sums from time to time as the Landlord shall consider desirable for the purpose of accumulating a reserve fund as a reasonable provision against the prospective costs and expenses of major repair to or overhaul or replacement of the Lift (if any)

Payment of taxes

19. To pay any taxes which may be assessed or charged on the Service Charge or the income arising from any investment of the same

Cost of discontinuance

20. To pay any costs incurred in or resulting from the discontinuance of any matters pursuant to Clause 4.5

Joint expenditure

21. To reimburse to the adjoining owner (which expression shall include the Landlord and their successors in title being the owner or owners of any adjoining property and any agent or administration company or trustee employed by them) a due proportion of any expenditure incurred by the adjoining owner which relates both to any such adjoining property and to the Building and falls within any of the purposes mentioned in this Schedule Provided always that where any such expenditure is incurred it shall be apportioned in such manner as may be agreed between the Landlord or the Surveyor and the adjoining owner's surveyor or in default of agreement determined by an independent surveyor to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Landlord who shall act as an expert and whose determination shall be final and binding on the parties

Payment of interest

22. To pay all interest costs and expenses that may be incurred by the Landlord in the event of the Landlord having to arrange a loan to maintain a credit balance in the Service Charge fund from a bank or other institution or in the event of the Landlord making a loan from its own funds paying such interest costs and expenses as are no more than those currently chargeable for such commercial transactions

Other services and expenses

23. To carry out all repairs to any other part of the Building for which the Landlord may be liable and to provide and supply such other services for the benefit of the Tenant and the tenants of other properties in the Building and to carry out such other repairs and such improvement works additions and to defray such other costs (including the modernisation or replacement of plant and machinery) as the Landlord shall consider necessary to maintain the Building as a good class development or otherwise desirable in the general interest of the Tenant and the tenants of other properties in the Building

EXECUTED as a DEED by)
OXHEY MANAGEMENT LIMITED)
acting by:-)

Director

Director/Secretary

EXECUTED as a DEED by

.....
(signature)

In the presence of:-

.....
(name of witness) (signature of witness)

.....
(address of witness)

.....
(occupation of witness)