

H. M. LAND REGISTRY

1. Stamp Duty

It is hereby certified that the transaction does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £500,000.00

2. Title Number of the Property

ON212874

3. Property (more particularly referred to in "the Definitions")

Plot: 34

Development : Plots 113 – 121 The Waterways Oxford

Postal Address:

4. Date

5. Landlord

BERKELEY HOMES (OXFORD) LIMITED whose registered office is at Berkeley House 19 Portsmouth Road
Cobham Surrey KT11 1JG (company registration number 2843844)

6. Tenant

?

7. Tenant's intended address including postcode for service in the UK for entry on the register

8. CONSIDERATION

The Landlord has received from the Tenant for the property the sum of £0.00

9. The Landlord demises with full title guarantee

10. Declaration of Trust

The Tenants are to hold the property on trust for themselves as joint tenants

The Tenants are to hold the property on trust for themselves as tenants in common in equal shares

The Tenants are to hold the property

11. The Landlord and all other parties should execute this lease as a deed

THE COMMON SEAL of BERKELEY
HOMES (OXFORD) LIMITED

was hereunto affixed in the presence of:-

Director

Secretary

EXECUTED AS A DEED on behalf of
THE WATERWAYS MANAGEMENT
COMPANY LIMITED

for Linnells Nominees Limited - Director

for Linnells Secretarial Services Limited - Secretary

SIGNED as a Deed and DELIVERED

by the Tenant

in the presence of:-

WITNESS

Signature:

Name:

Address:

Occupation:

THE PARTIES TO THIS LEASE

- (1) "the Landlord"
- (2) "the Management Company"
THE WATERWAYS MANAGEMENT COMPANY LIMITED whose registered office is at
Greyfriars Court Paradise Square Oxford OX1 1BB
- (3) "the Tenant"

WITNESSES as follows:-

1. DEFINITIONS

This Lease incorporates the following conditions:

- 1.1 "the Estate" the land and premises situate alongside the Oxford Canal Oxford of which the Landlord is registered at H M Land Registry as proprietor with Title Absolute under the Title Number above mentioned
- 1.2 "the Building" the building (comprising 9 flats) erected on the Estate being plots 113 - 121 of which the Demised Premises forms a part
- 1.3 "the Demised Premises" the flat numbered 34 situate on and forming part of the first floor of the Building and for the purpose of identification only shown edged red on the Plan annexed hereto (" the Plan ") together with all cisterns tanks sewers drains pipes cables wires ducts and conduits used solely for the purpose of the Demised Premises and no others the glass in the windows thereof the plaster-work and decorative paint paper and other finishes applied to the interior surface of the walls which bound the Demised Premises and the floor finishes thereof (so that the side and lower bounds of the Demised Premises shall include such wall and floor finishes but shall not extend to anything beyond them) and the ceiling to the underside of the upper floor joists (so that the upper limit of the Demised Premises shall be the underside of the said joists but shall not extend to anything above them)
- 1.4 "the Common Parts" any areas in the Building which are intended for use by the Tenant in common with the owners and occupiers of the other flats in the Building
- 1.5 "the Communal Areas" any area on the Estate which is intended for use by the Tenant in common with the owners and occupiers of the other flats in the Building and the houses on the Estate
- 1.6 "the Rent" for the first 25 years of the Term the sum of £250.00 per annum; for the second period of 25 years of the Term the sum of £500.00 per annum; for the third period of 25 years of the Term the sum of £1,000.00 per annum; for the fourth period of 25 years of the Term the sum of £2,000.00 per annum and for the final period of years of the Term the sum of £4,000.00 per annum
- 1.7 "the Term" 125 years from and including the 1st day of May 2000
- 1.8 "the Payment Days" the 1st day of May and the 1st day of November in each year of the Term
- 1.9 "Accounting Year" the period of twelve months ending on 30th April in each year of the Term (or on such other date as the Management Company may from time to time decide)
- 1.10 "the Specified Percentage" means in the case of plots 113, 116 and 119 each will pay 11.64% in respect of the Service Charge: plots 114, 117

- and 120 will each pay 9.66% in respect of the Service Charge and plots 115, 118 and 121 will each pay 12.03% in respect of the Service Charge and an equal percentage with the other flats and houses on the Estate of the Estate Maintenance Charge
- 1.11 "the Estate Maintenance Charge" means such sum as is equivalent to the Specified Percentage of the expenditure incurred by the Management Company in maintaining the Communal Areas
- 1.12 "the Estimated Estate Maintenance Charge" means £0.00 for the first Accounting Year and the next and each subsequent Account Year the Specified Percentage of such sum as shall be certified by the Management Company as being a reasonable estimate of the expenditure likely to be incurred by the Management Company during such Accounting Year in complying with its obligations under Clause 7 hereof
- 1.13 "the Service Charge" such sum as is equivalent to the Specified Percentage of the expenditure incurred by the Management Company in respect of the Building and the Common Parts in complying with its obligations under Clause 7 hereof during any Accounting Year
- 1.14 "the Estimated Service Charge" means £900 in respect of plots 113, 116 and 119; £750 in respect of plots 114, 117 and 120 and £935 in respect of plots 115, 118 and 121 for the first Accounting Year and for the next and each subsequent Accounting Year the Specified Percentage of such sum as shall be certified by the Management Company as being a reasonable estimate of the expenditure likely to be incurred by the Management Company during such Accounting Year in complying with its obligations under Clause 7 hereof

2. INTERPRETATION

- 2.1 The expression "the Landlord" wherever the context so admits includes the person or persons for the time being entitled to the reversion immediately expectant on the determination of the Term
- 2.2 The expression "the Tenant" wherever the context so admits includes his successors in title and assigns
- 2.3 Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with either are deemed to be made by or with such persons jointly and severally
- 2.4 Words importing one gender include both other genders and words importing the singular include the plural and vice versa
- 2.5 The clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation

3. DEMISE AND RIGHTS

For the consideration and of the Rent and covenants on the part of the Tenant hereinafter reserved and contained the Demised Premises are demised by the Landlord to the Tenant together with in common with the Landlord and the owners and occupiers of the other flats in the Building and houses on the Estate (but to the exclusion of all other rights easements liberties or advantages):

- 3.1 The right to use the Common Parts
- 3.2 The right to use the Communal Areas
- 3.3 The right to the free and uninterrupted passage and running of water soil gas and electricity to and from the Demised Premises through the sewers drains pipes cables wires ducts and conduits laid or running through under over or across the remainder of the Estate

- 3.4 All rights of support and protection and other rights and easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Demised Premises
- 3.5 The right to any bin storage area designated for the use of the Building
- 3.6 The right at reasonable times upon giving at least forty-eight hours' prior notice in writing (except in case of emergency) of access to and entry with or without servants workmen and others and all necessary tools and apparatus upon all such other parts of the Building as may be necessary for the purpose of carrying out repairs or works for which the Tenant is responsible hereunder or of enabling the Tenant to maintain or renew the sewers drains pipes cables wires ducts and conduits serving the Demised Premises or otherwise for the proper performance of the Tenant's obligations hereunder the Tenant making good as expeditiously as reasonably possible all damage occasioned thereby
- 3.7 The benefit of any covenants or agreements (except as to payment of rent) entered into by a tenant of any other flat in the Building with the Landlord or the Management Company similar to those contained in Clause 6 hereof
- 3.8 The right to connect any wireless or television set in the Demised Premises to any communal aerial in the Building which may be provided by or on behalf of the Landlord or the Management Company
- 3.9 An exclusive right to park a fully taxed and licenced private motor vehicle in the parking space designated by the Management Company from time to time
- 3.10 On a casual basis only the right to allow visitors to park a fully taxed and licenced private motor vehicle in the parking space/s designated as visitors parking spaces by the Management Company

4. EXCEPTIONS AND RESERVATIONS

There are excepted and reserved out of the demise hereby made to the Landlord and the owners and occupiers of the other flats in the Building and where relevant the houses on the Estate and all other persons entitled thereto:

- 4.1 The right to the free and uninterrupted passage and running of water soil gas and electricity to and from all other parts of the Estate through the sewers drains pipes cables wires ducts and conduits laid or running through under over or across the Demised Premises
- 4.2 All rights of support and protection and other rights and easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by any other part of the Estate or the buildings erected thereon
- 4.3 The right at reasonable times upon giving at least forty-eight hours' prior notice in writing (except in case of emergency) of access to and entry upon the Demised Premises with or without servants workmen and others and all necessary tools and apparatus for the purpose of carrying out repairs or works in connection with any of the other flats in the Building the Building or any sewers drains pipes cables wires ducts and conduits laid or running through under over or across the Demised Premises and making good as expeditiously as possible all damage occasioned thereby

5. HABENDUM AND REDDENDUM

The Tenant shall hold the Demised Premises for the Term subject nevertheless to the proviso for re-entry hereinafter contained and subject to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the same yielding and paying therefor unto the Landlord the Rent

6. TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord for the benefit of the owners for the time being of the other flats in the Building and as a separate covenant with the Management Company and with and for the benefit of the owners for the time being of the other flats and houses on the Estate as follows:-

PAY RENT

- 6.1 To pay the Rent in the manner aforesaid

PAY OUTGOINGS

- 6.2 To pay all rates taxes duties assessments charges impositions and outgoings whether parliamentary parochial local or otherwise which may now or at any time hereafter be assessed charged or imposed upon the Demised Premises or any part thereof or on the Landlord or the Tenant or occupier in

respect thereof and in the event of any such rates taxes duties assessments charges impositions and outgoings being assessed charged or imposed in respect of premises of which the Demised Premises form part to pay the proportion of such rates taxes assessments and outgoings properly attributable to the Demised Premises

- 6.3 To pay all periodic and other charges (including meter rents) for telephone service and gas and electricity supply to the Demised Premises and to indemnify and keep the Landlord and the Management Company indemnified against payment thereof

REPAIR CLEAN AND DECORATE

- 6.4 To keep the Demised Premises and all parts thereof all fixtures and fittings therein the electrical system and wiring thereof and all additions thereto in a good and substantial state of repair decoration and condition throughout the Term and from time to time as necessary to renew or replace all such items as shall have become worn or damaged (save as to damage in respect of which the Landlord or the Management Company is entitled to claim under any policy of insurance maintained by the Management Company in accordance with the covenant in that behalf hereinafter contained except encipher as such policy may have been vitiated by the act or default of the Tenant or any person claiming through him)

- 6.5 In every seventh year of the Term and in the last year thereof (howsoever determined) to paint paper and colour all such parts of the Demised Premises as have been or ought properly to be so treated with good and sufficient materials of suitable quality and in a workmanlike manner to the reasonable satisfaction of the Landlord

YIELD UP

- 6.6 At the determination of the Term to yield up the Demised Premises (together with all Landlord's fixtures annexed thereto) in such good and tenable state of repair decoration and condition and in accordance in all respects with the terms of the covenants hereinbefore contained (damage by fire or other insured risks only excepted)

PERMIT ENTRY OF LANDLORD TO VIEW

- 6.7 To permit the Landlord and its duly authorised agents surveyors and others at all reasonable times upon giving at least forty-eight hours' prior notice in writing to enter upon and view the state and condition of the Demised Premises and within one month (or such other period as shall be reasonable) after the Landlord or its agents or surveyors shall have given to the Tenant or left on the Demised Premises a notice in writing of any defect decay or want of reparation found thereupon in breach of the covenants hereinbefore contained well and substantially to repair and make good the same provided that if the Tenant shall not within one month after service of such notice commence and proceed diligently with the execution of the works necessary to remedy such breach as aforesaid it shall be lawful for the Landlord and its agents surveyors and workmen to enter upon the Demised Premises and execute such works and the costs thereof (which expression shall include but not be limited to all legal costs and surveyors' fees and other expenditure whatsoever attendant thereon) shall be a debt immediately payable by the Tenant to the Landlord and forthwith recoverable by action

PERMIT ENTRY FOR REPAIRS

- 6.8 To permit the Landlord the Management Company and the owners of the other flats in the Building and their respective duly authorised agents and others with all necessary workmen tools and apparatus at all reasonable times to enter upon the Demised Premises to execute repairs or alterations to any adjoining parts of the Building all damage thereby occasioned to the Demised Premises being made good by the Landlord the Management Company or the owners of the other flats as the case may be

NOT TO MAKE ALTERATIONS

- 6.9 Not to make or permit or suffer to be made any addition or alteration to the Demised Premises or any part thereof without the approval in writing of the Landlord and the Management Company and then only in accordance with plans and specifications approved in writing by the Landlord and the Management Company and not to cut maim or injure or permit or suffer to be cut maimed or injured any of the roofs foundations walls or timbers of the Building or any of the sewers drains pipes cables wires ducts and conduits serving the same

USER

- 6.10 Not to carry on any trade or business on the Demised Premises but to use and occupy the Demised Premises only as private residential flat in the occupation of one family only
- 6.11 Not to use or permit the Demised Premises to be used for any illegal or immoral purposes nor to do or permit or suffer to be done in or upon the same anything which might be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or to the owners or occupiers of the

other flats or houses on the Estate or to the owners or occupiers of any adjoining or neighbouring property

NOT TO VITIATE INSURANCE

- 6.12 Not to do or permit or suffer to be done in or on the Demised Premises anything whereby any insurance for the time being effected on the Building or the Estate or any part thereof (including the Demised Premises or any part thereof) might be rendered void or voidable or whereby payment of the policy monies might be refused in whole or in part or whereby the rate of premium might be increased

STATUTORY OBLIGATIONS

- 6.13 To do and execute or cause to be done and executed all such works and things as under or by virtue of any Act or Acts of Parliament now or hereafter to be passed or any orders byelaws rules or regulations made thereunder are or shall be directed or necessary to be done or executed on or in respect of the Demised Premises or any part thereof or in respect of the user thereof (whether by landlord tenant or occupier) and to indemnify and keep the Landlord indemnified against all claims demands actions costs expenses and liability in respect thereof and to pay all costs charges and expenses incurred by the Landlord in abating a nuisance and executing all such works as may be necessary for abating a nuisance or for remedying any other matter in connection with the Demised Premises in obedience to a notice served by a Local Authority

TOWN & COUNTRY PLANNING

- 6.14 Not to do or permit or suffer to be done or omitted any act matter or thing on or in respect of the Demised Premises which might contravene the provisions of the Town & Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force or any regulations or orders made thereunder and to indemnify and keep the Landlord indemnified against all claims demands actions costs expenses and liability arising out of any contravention thereof

- 6.15 Not to make any written or oral objection or adverse representation in relation to any application made by the Landlord in respect of the development of any adjoining or neighbouring land or buildings

FREEHOLD COVENANTS

- 6.16 To observe and perform all such covenants and conditions affecting the freehold title to the Estate as relate to the Demised Premises or any part thereof or to the rights of the Tenant hereunder and to indemnify and keep the Landlord indemnified from and against all claims demands actions costs expenses and liability arising out of any breach non-observance or non-performance of the same by the Tenant or any other occupier of the Demised Premises or any part thereof

OBSERVE REGULATIONS

- 6.17 At all times during the Term to comply with and perform and observe the regulations contained in the Schedule hereto and such other regulations as the Landlord or the Management Company may make from time to time for the good order and management of the Building or the Estate

DAMAGE TO ESTATE

- 6.18 To pay the cost of making good any damage at any time done by the Tenant or his agents servants licensees invitees or visitors to any part of the Building including (but without prejudice to the generality of the foregoing) the passages landings stairs and entrance halls thereof either in the removal of furniture or other goods into or out of the Demised Premises or otherwise

PAYMENT OF FEES

- 6.19 To pay to the Landlord or to the Management Company (as the case may be) all proper legal and other professional fees which may be incurred by either of them in connection with any of the following:-

6.19.1 An application by the Tenant for any consent hereunder (whether or not such consent is granted)

6.19.2 The preparation and service of a notice under section 146 of the Law of Property Act 1925 and the preparation for and conduct of proceedings under section 146 or section 147 of that Act notwithstanding in any such case that forfeiture is avoided otherwise than by relief granted by the Court

6.19.3 The service of all notices and schedules relating to wants of repair of the Demised Premises whether the same be served during or after the expiration or sooner determination of the Term

6.19.4 The recovery of arrears of the Rent the Estate Maintenance Charge or the Service Charge

ALIENATION

- 6.20 Not to assign transfer charge underlet or part with possession of part only of the Demised Premises

- 6.21 Not to assign transfer or otherwise part with the share or interest held by the Tenant in the Management Company otherwise than simultaneously with an assignment or transfer of this Lease and not to exercise or attempt to exercise the vote attaching to such share or interest in such a way as would or might prevent the Management Company from carrying out its obligations hereunder or under the Lease of any other flat or house on the Estate
- 6.22 Upon any devolution transmission assignment or transfer of the Demised Premises to ensure or (in the case of any such devolution transmission assignment or transfer as aforesaid to which the Tenant is not a party and over which he has no control) to use his best endeavours to ensure
- 6.22.1 that the person thereby becoming the owner of the Demised Premises shall forthwith acquire the Tenant's interest in the Management Company and
- 6.22.2 that such person shall enter into a direct covenant with the Landlord and the Management Company to pay the Rent the Estate Maintenance Charge and the Service Charge and all other sums payable under this Lease and to observe and perform all the covenants on the part of the Tenant contained therein in the same manner and to the same extent as if the person who becomes the owner of the Demised Premises was the original Tenant named herein
- 6.23 If at the time of such devolution transmission assignment or transfer as aforesaid the Tenant is a director of the Management Company he shall forthwith tender to the Management Company his resignation as such director
- 6.24 If and so long as the Tenant is not the holder of a share or interest in the Management Company to carry out the obligations attaching to the share in the Management Company referable to the Demised Premises in accordance with the Memorandum and Articles of Association of the Management Company and to indemnify and keep the holder for the time being of such share indemnified against any liability in respect of such obligations and upon being requested so to do by the Management Company or the Landlord to accept a transfer of such share in any manner authorised by such Articles of Association and to pay the nominal value of such share as the purchase price thereof
- 6.25 During the last seven years of the Term not to assign transfer underlet or part with possession of the Demised Premises without the previous consent in writing of the Landlord (such consent not to be unreasonably withheld)
- 6.26 Within one month after the date of every assignment transfer underlease mortgage charge grant of probate or letters of administration assent or other disposition or devolution of the term hereby granted to give notice thereof in writing to the solicitors for the time being of the Landlord and of the Management Company and to produce to each of them a certified copy of the document relating thereto and to pay to each of them a reasonable fee not being less than £30 plus Value Added Tax for the registration thereof

7. MANAGEMENT COMPANY'S COVENANTS

The Management Company hereby covenants with the Tenant and as a separate covenant with the Landlord as follows:-

OUTGOINGS

- 7.1 At all times during the Term to indemnify and keep the Landlord and the Tenant indemnified against all rates taxes duties assessments charges impositions and outgoings whatsoever which may now or at any time hereafter be assessed charged or imposed upon the Common Parts of the Building or any part thereof or on the Landlord or the Tenant or occupier in respect thereof and the costs of making renewing repairing rebuilding and cleansing the Communal Areas and any party walls fences hedges sewers drains gutters roofs and foundations and other appurtenances used or enjoyed or capable of being used or enjoyed by the owners or occupiers of the Building in common with the owners or occupiers of any adjoining or neighbouring property

INSURANCE

- 7.2 To insure and keep the Building (including the Demised Premises) insured in some fire insurance office of repute approved by the Landlord in the name of the Landlord against loss or damage by fire and such other risks as are normally covered by a policy of household insurance or as the Landlord or the Management Company may consider appropriate in an amount not less than the full reinstatement value thereof for the time being together with all architects' surveyors' and other professional fees and other incidental expenses in connection with the rebuilding and reinstatement thereof together with

- value added tax payable thereon and against third party liability in such terms as the Landlord or the Management Company may consider appropriate
- 7.3 (if necessary) to procure that the name of the Tenant and mortgagee (if any) shall be noted on the policy of such insurance
- 7.4 Forthwith to pay all premiums for such insurance upon the same becoming due and to produce to the Landlord and to the Tenant on demand the current policy of such insurance and the receipt for payment of the last premium due
- 7.5 In the event of damage to or destruction of any of the buildings on the Estate by fire or other insured risk to lay out all monies received through such insurance in the reinstatement or rebuilding thereof as soon as practicable
- REPAIRS AND MAINTENANCE**
- 7.6 To maintain repair amend renew cleanse repaint and redecorate and otherwise keep in good and tenable condition:
- 7.6.1 the structure of the Building and in particular the roofs foundations and exterior and load-bearing walls thereof but excluding nevertheless therefrom:
all walls that are situate wholly within the Demised Premises
the internal faces of boundary walls that enclose the Demised Premises
the windows and other glass of and in the Demised Premises and
all portions corresponding to the foregoing in or appurtenant to other flats in the Building
- 7.6.2 the Common Parts and the Communal Areas
- 7.6.3 the boundary walls and fences of the Estate provided that nothing herein contained shall prejudice the Landlord's right to recover from the Tenant or any other person the amount or value of any loss or damage suffered or caused by reason of the negligence or other wrongful act or default of the Tenant or such other person
- 7.7 To maintain in good working order and repair:
- 7.7.1 all apparatus equipment plant machinery cisterns tanks sewers drains channels ducts conduits watercourses gutters pipes wires cables and supply lines in on or under the Estate and serving the Demised Premises (excluding nevertheless any which lie within the Demised Premises and exclusively serve the same)
- 7.7.2 the lighting appliances in the Common Parts and Communal Areas
- SERVICES**
- 7.8 So far as practicable:
- 7.8.1 to supply maintain repair and renew as need be such fire fighting equipment in the Common Parts as the Management Company may deem desirable or necessary or as may be required to be supplied and maintained by statute or by the fire authority for the district
- 7.8.2 to maintain any communal television aerials on the Estate
- 7.8.3 to supply and provide purchase maintain renew replace repair and keep in good and serviceable order and condition all appurtenances appointments fixtures and fittings bins receptacles tools appliances materials and other things which the Landlord or the Management Company may deem desirable or necessary for the maintenance upkeep or cleanliness of the Estate and the buildings thereon
- 7.8.4 to carry out any works required to be done by reason of any breach by the Tenant of any of the covenants on his part herein contained
- 7.8.5 to perform and carry out such other works and services in connection with the Estate and the buildings thereon (including the Demised Premises) as the Management Company shall in general meeting decide
- 7.8.6 to employ such persons as the Management Company may in its absolute discretion consider desirable or necessary to enable it to perform or maintain the said services or any of them or for the proper management or security of the Estate and all parts thereof
- PROVISION FOR FUTURE EXPENDITURE**
- 7.9 To set aside such sums of money (which shall be deemed items of expenditure incurred by the Management Company) as the Management Company may reasonably require by way of reasonable provision for future expenditure on complying with its obligations hereunder
- ENFORCEMENT OF COVENANTS**
- 7.10 If so required by the Tenant and upon the Tenant indemnifying the Management Company against all costs and expenses in respect thereof and providing such security as the Management Company may reasonably require to take all reasonable steps to enforce (where appropriate) the observance and

performance by the owners of the other flats and houses on the Estate of the covenants and conditions on their part contained in the leases and transfers thereof

FREEHOLD COVENANTS

- 7.11 To observe and perform all such covenants and conditions affecting the freehold title to the Estate as relate to the Common Parts or the Communal Areas or to the rights of the Management Company hereunder and to indemnify and keep the Landlord indemnified from and against all claims demands actions costs expenses and liability arising out of any breach non-observance or non-performance of the same by the Management Company

8. SERVICE CHARGE

The Tenant hereby covenants with the Management Company and with and for the benefit of the owners for the time being of the other flats in the Building and so far as the Estate Maintenance Charge is concerned for the benefit of the owners of the remaining flats and houses on the Estate that throughout the Term the Tenant will pay to the Management Company the Service Charge and the Estate Maintenance Charge respectively calculated and payable in accordance with the following provisions of this clause

- 8.1 The Tenant shall pay the Estimated Estate Maintenance Charge and the Estimated Service Charge to the Management Company for each Accounting Year by equal half yearly instalments in advance on the Payment Days the first payment being a proportionate part of the Estimated Estate Maintenance Charge and the Estimated Service Charge in respect of the period from the date hereof to the end of the first Accounting Year such payment to be made either in full on the execution hereof or (if the first of the Payment Days hereafter shall fall before the end of the first Accounting Year) by two instalments of which the first shall be a proportionate part payable on the execution hereof in respect of the period from the date hereof until the first of the Payment Days hereafter and the second shall be the balance payable on the first of the Payment Days hereafter
- 8.2 The Management Company shall as soon as practicable after the end of each Accounting Year prepare an account detailing the expenditure incurred by the Management Company in such year in complying with its said obligations and shall supply the Tenant with a copy of such account together with a certificate of the amount of the Service Charge for that year which (except in the case of manifest error) shall be final and binding upon the Tenant
- 8.3 If the Estate Maintenance Charge or the Service Charge for any Accounting Year shall exceed the Estimated Estate Maintenance Charge or the Estimated Service Charge the amount of the excess shall be payable by the Tenant to the Management Company on demand but if less the amount of any overpayment shall be credited against the next payment due
- 8.4 At the end of the Term (whether ended by effluxion of time or otherwise) the Management Company shall prepare an account of the expenditure and a certificate of the amount of the Estate Maintenance Charge and the Service Charge payable to that time and any sum due to or payable by the Tenant shall be settled by means of a single payment within twenty-one days after the certificate has been supplied to the Tenant
- 8.5 The Management Company shall attribute to any unsold flats a percentage of the expenditure as aforesaid equivalent to the percentage of such expenditure recoverable in respect of a flat affording similar accommodation to the unsold flat

9. LANDLORD'S COVENANTS

The Landlord hereby covenants with the Tenant and as to Clauses 9.2 9.3 9.4 and 9.5 with the Management Company as follows:-

QUIET ENJOYMENT

- 9.1 That the Tenant paying the rent and observing and performing the covenants on the part of the Tenant herein contained shall peaceably hold and enjoy the Demised Premises throughout the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for it

OTHER LEASES

- 9.2 To require every person to whom it shall hereafter grant a lease of any other flat in the Building to covenant to observe covenants conditions obligations and stipulations similar to those on the part of the Tenant herein contained

ENFORCEMENT OF COVENANTS

- 9.3 If so required by the Tenant or the Management Company and upon the Tenant or the Management Company (as the case may be) indemnifying the Landlord against all costs and expenses in respect thereof and providing such security as the Landlord may reasonably require to take all reasonable steps to enforce (where appropriate) the observance and performance by the owners of any other flat in the Building of the covenants and conditions on their part contained in the leases thereof
- SERVICE CHARGE ON UNSOLD FLATS**
- 9.4 To pay to the Management Company in the manner prescribed by Clause 8 hereof such sums as may be attributed to any unsold flats under Clause 8.5 hereof
- SUBSTITUTION FOR MANAGEMENT COMPANY**
- 9.5 That in the event of the inability of the Management Company by reason of its liquidation or otherwise to discharge its obligations hereunder the Landlord will undertake the same whereupon the Landlord shall become entitled to the benefit of all provisions herein contained concerning the Management Company and to recover from the Tenant all monies hereby covenanted to be paid by the Tenant to the Management Company

10. AGREEMENTS AND DECLARATIONS

It is hereby agreed and declared as follows:-

- PARTY STRUCTURES**
- 10.1 All internal partition walls and dividing floors of the Building which are common to the Demised Premises and any other adjoining premises are party walls or floors and the expenses of maintaining them shall be borne in equal shares by the Tenant and the owner of such adjoining premises

EASEMENTS

- 10.2 The Tenant shall not by virtue or in respect of this present demise be deemed to have acquired or be entitled nor shall the Tenant during the continuance of the Term acquire or become entitled (whether by length of enjoyment prescription or by any other means whatsoever) to any right of light or air or other easement from or over or affecting any land or buildings belonging to the Landlord whether or not comprised in the Estate and the Landlord shall be entitled to use or permit the same to be used in any manner whatsoever notwithstanding that the access of light or air or any other easement right or privilege appurtenant to or enjoyed with the Demised Premises may thereby be interfered with
- 10.3 It shall be lawful for the Landlord to grant in common with the Tenant a right of way over and to convey or dedicate for use as a public right of way any of the service or other roadways drives and footpaths on the Estate which serve the Demised Premises notwithstanding that the amenities enjoyed by the Demised Premises may thereby be diminished or interfered with

NOTICES

- 10.4 All notices required to be served on the Tenant hereunder shall be well and sufficiently served if sent through the post by the recorded delivery service addressed to the Tenant at the Demised Premises either by name or by the general description of "the Tenant" or left upon or at the Demised Premises and all notices required to be served on the Landlord hereunder shall be well and sufficiently served if left at or sent through the post by the recorded delivery service to the registered office or last known address of the Landlord

11. PROVISOS

Provided always and it is hereby agreed as follows:-

- RE-ENTRY**
- 11.1 If the Rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Tenant herein contained shall not be observed or performed then in any such case it shall be lawful for the Landlord or any person or persons authorised by it in that behalf thereafter to re-enter the Demised Premises or any part thereof in the name of the whole whereupon the Term hereby granted shall absolutely cease and determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach by the Tenant of any of the covenants herein contained
- INTEREST ON ARREARS**
- 11.2 If any sum payable by the Tenant hereunder shall not be paid on the due date the Tenant shall become liable to pay to the Landlord or to the Management Company (as the case may be) on demand interest thereon calculated at the rate per annum of four per cent above the base rate of Barclays Bank PLC

(or if such base rate shall cease to exist such rate as shall be reasonably equivalent thereto) from the due date until the date of payment

NO LIABILITY FOR INTERRUPTION TO SERVICES

11.3 Neither the Landlord nor the Management Company shall be liable to the Tenant nor shall the Tenant have any claim against either of them for any loss or damage suffered by the Tenant or any other occupier of the Demised Premises or any licensee invitee servant or agent of either of them as a result of:-

11.3.1 any interruption in any of the services to which the Tenant is entitled hereunder by reason of necessary repairs to or maintenance of any apparatus or installation or by reason of damage thereto or the destruction thereof by any cause beyond its control or by reason of any mechanical or other defect or breakdown frost or other inclement conditions or unavoidable shortage of fuel water materials or labour or

11.3.2 the act misconduct neglect omission or negligence of any of its employees or agents in or about the performance or purported performance of any duty relating to the provision of such services or any of them

12. TRANSFER OF FREEHOLD

The Management Company hereby covenants with the Landlord that upon a transfer by the Landlord of its freehold interest in the Building the Management Company will enter into a covenant with the Landlord and in such form as the Landlord may reasonably require to observe and perform the covenants and conditions on the part of the Management Company specified in Clause 7 hereof

**THE SCHEDULE
(Regulations)**

1. No signboard placard nameplate writing or drawing of any kind shall be placed or kept in or on any of the windows of the Demised Premises or on the exterior of any part of the Demised Premises so as to be visible from the outside thereof
2. No clothes or other articles shall be hung from or exposed on the Demised Premises so as to be visible from the outside thereof
3. No mats rugs carpets dusters or other articles shall be shaken out of any of the windows of the Demised Premises
4. No window boxes flower pots ornaments or other articles shall be placed or kept on any of the sills outside the windows of the Demised Premises or on any balcony forming part thereof except such window boxes (if any) as shall have been previously approved in writing by the Management Company and as shall comply with all conditions to which any such approval may be subject
5. No radio television set tape recorder cassette recorder record player compact disc player or other such equipment shall be played or used nor any singing or instrumental music permitted so as to be audible outside the Demised Premises between the hours of 11.00 pm and 8.00 am or so as to cause nuisance or annoyance at any time to the owner or occupier of any other flat in the Building or to the owner or occupier of any adjoining or neighbouring property
6. No sale by auction shall be held on the Demised Premises or any part thereof nor shall they be used for any political or religious meeting
7. Not to allow the floors of the Demised Premises to be covered other than with carpet and underfelt or with such other effective sound deadening floor covering material as may be approved by the Management Company
8. No animal shall be kept on the Demised Premises except with the previous written permission of the Management Company (which may be revoked at any time)

9. No television or radio aerial satellite dish transmitter or other such apparatus shall be erected on or fixed to any part of the Demised Premises
10. No dirt rubbish rags or other refuse shall be allowed to enter any of the waste or soil pipes in the Demised Premises
11. Not to allow the windows of the Demised Premises to become dirty and to ensure that they are properly cleaned as often as may be necessary
12. The Communal Areas shall at all times be kept clear of obstructions and no vehicle shall be allowed to park in such a position as to obstruct the free use of the Communal Areas and not to obstruct any of the Common Parts
13. Not to park any boats caravans horse boxes trailer or commercial vehicles on the Communal Areas or on any car parking space