



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference	:	LON/00AZ/LVT/2014/0002
Property	:	Selwyn Court, Blackheath Village, London SE3 9SZ
Applicant	:	Deerbird Properties Ltd
Representative	:	Anthony Taylor solicitors
Respondents	:	Evdokia Savani (Flat 12) Christopher David Ford (Flat 20)
Type of Application	:	Variation of lease
Tribunal Members	:	Judge Nicol Mrs S Redmond MRICS BSc (Econ)
Date of Decision	:	29th April 2014

DECISION

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Reasons for the Tribunal's decisions

1. The Applicant seeks to vary the Respondents' respective leases under section 35 of the Landlord and Tenant Act 1987 ("the Act") which is set out at Appendix 1 of this decision. The applications were determined on the papers, without a hearing, in accordance with the Tribunal's directions issued on 12th March 2014.
2. The property is a block of flats in Blackheath with 25 flats over three floors above some commercial premises. All the flats used to be on tripartite leases between the lessees, the lessor and a management company called Termhouse (Selwyn Court) Management Ltd ("Termhouse"). Many of the maintenance and other obligations under those leases were solely of Termhouse while the lessees were liable to Termhouse for their service charges.
3. The problem is that Termhouse no longer exists. Nothing is known about it other than that it was struck off the companies register in 1988. A company of the same name, whose involvement in the property is unknown, was struck off in 1993.
4. The lessees of all the flats except the Respondents have agreed that their leases should be varied to replace references to the "Managers" with the "Lessors". For reasons which are not clear, the Respondents have neither agreed to the variations nor opposed the current applications.
5. The Tribunal's power to vary a lease is precisely defined in and limited by the Act. A lease is a binding contract agreed freely between two parties and should only be varied without the express consent of a party when there is clear justification under the Act.
6. The Tribunal is satisfied that there is clear justification to vary the Respondents' leases in that they fail to make satisfactory provision in relation to:
 - a) The repair and maintenance of the flat or the building;
 - b) The insurance of the building;
 - c) The repair and maintenance of installations in the building;
 - d) The provision of relevant services; and
 - e) The recovery of service charges.
7. The fact is that the obligations under the lease to maintain the building, provide services and receive service charges all refer to a company which does not exist. This means that, at present, no-one is obliged to conduct these matters and the lessees have no-one against whom they

may seek a remedy for any failure to comply with the relevant obligations.

8. In the circumstances, the Tribunal has made the orders in Appendices 2 and 4 to this decision for Flats 12 and 20 respectively. Appendices 3 and 5 contain the draft leases attached to the applications for Flats 12 and 20 respectively which show the variations approved by the Tribunal.

Name: NK Nicol

Date: 29th April 2014

Appendix 1

Landlord and Tenant Act 1987

S35 Application by party to lease for variation of lease.

- (1) Any party to a long lease of a flat may make an application to a leasehold valuation tribunal for an order varying the lease in such manner as is specified in the application.
- (2) The grounds on which any such application may be made are that the lease fails to make satisfactory provision with respect to one or more of the following matters, namely—
 - (a) the repair or maintenance of—
 - (i) the flat in question, or
 - (ii) the building containing the flat, or
 - (iii) any land or building which is let to the tenant under the lease or in respect of which rights are conferred on him under it;
 - (b) the insurance of the building containing the flat or of any such land or building as is mentioned in paragraph (a)(iii);
 - (c) the repair or maintenance of any installations (whether they are in the same building as the flat or not) which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation;
 - (d) the provision or maintenance of any services which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation (whether they are services connected with any such installations or not, and whether they are services provided for the benefit of those occupiers or services provided for the benefit of the occupiers of a number of flats including that flat);
 - (e) the recovery by one party to the lease from another party to it of expenditure incurred or to be incurred by him, or on his behalf, for the benefit of that other party or of a number of persons who include that other party;
 - (f) the computation of a service charge payable under the lease;
 - (g) such other matters as may be prescribed by regulations made by the Secretary of State.
- (3) For the purposes of subsection (2)(c) and (d) the factors for determining, in relation to the occupiers of a flat, what is a reasonable standard of accommodation may include—

- (a) factors relating to the safety and security of the flat and its occupiers and of any common parts of the building containing the flat; and
 - (b) other factors relating to the condition of any such common parts.
- (3A) For the purposes of subsection (2)(e) the factors for determining, in relation to a service charge payable under a lease, whether the lease makes satisfactory provision include whether it makes provision for an amount to be payable (by way of interest or otherwise) in respect of a failure to pay the service charge by the due date.
- (4) For the purposes of subsection (2)(f) a lease fails to make satisfactory provision with respect to the computation of a service charge payable under it if—
- (a) it provides for any such charge to be a proportion of expenditure incurred, or to be incurred, by or on behalf of the landlord or a superior landlord; and
 - (b) other tenants of the landlord are also liable under their leases to pay by way of service charges proportions of any such expenditure; and
 - (c) the aggregate of the amounts that would, in any particular case, be payable by reference to the proportions referred to in paragraphs (a) and (b) would either exceed or be less than the whole of any such expenditure.
- (5) Procedure regulations under Schedule 12 to the Commonhold and Leasehold Reform Act 2002 shall make provision—
- (a) for requiring notice of any application under this Part to be served by the person making the application, and by any respondent to the application, on any person who the applicant, or (as the case may be) the respondent, knows or has reason to believe is likely to be affected by any variation specified in the application, and
 - (b) for enabling persons served with any such notice to be joined as parties to the proceedings.
- (6) For the purposes of this Part a long lease shall not be regarded as a long lease of a flat if—
- (a) the demised premises consist of or include three or more flats contained in the same building; or
 - (b) the lease constitutes a tenancy to which Part II of the Landlord and Tenant Act 1954 applies.

(8) In this section "service charge" has the meaning given by section 18(1) of the 1985 Act.

Appendix 2

THIS ORDER relates to a 99-year lease between (1) London City & Westcliff Properties Limited (2) Evdokia Savani (“the Respondent”) and (3) Termhouse (Selwyn Court) Management Limited, dated 11th November 1977, for Flat 12, Selwyn Court, Blackheath Village, London SE3 9SZ (“the Flat 12 Lease”) which lease is registered with the Land Registry under title number SGL247386

UPON the Tribunal considering the application by the Applicant to vary the terms of the Flat 12 Lease

AND UPON its appearing to the Tribunal that the Applicant holds the reversionary interest in the Flat 12 Lease and the Respondent is the current owner of the Flat 12 Lease

AND UPON the Tribunal being satisfied that the Applicant has given notice to the Respondent and to any person likely to be affected by any variation to the Flat 12 Lease

AND UPON the Tribunal being satisfied that:

- (1) Pursuant to section 35(2)(a) of the Landlord and Tenant Act 1987, the Flat 12 Lease fails to make satisfactory provision with respect to the repair or maintenance of the flat or the building containing the flat;
- (2) Pursuant to section 35(2)(b) of the Landlord and Tenant Act 1987, the Flat 12 Lease fails to make satisfactory provision with respect to the insurance of the building containing the flat;
- (3) Pursuant to section 35(2)(c) of the Landlord and Tenant Act 1987, the Flat 12 Lease fails to make satisfactory provision with respect to the repair or maintenance of installations which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation;
- (4) Pursuant to section 35(2)(d) of the Landlord and Tenant Act 1987, the Flat 12 Lease fails to make satisfactory provision with respect to the provision or maintenance of services which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation; and
- (5) Pursuant to section 35(2)(e) of the Landlord and Tenant Act 1987, the Flat 12 Lease fails to make satisfactory provision with respect to the recovery by one party to the lease from another party to it of expenditure incurred or to be incurred by him, or on his behalf, for the benefit of that other party;

PURSUANT TO section 38(1) of the Landlord and Tenant Act 1987,

IT IS ORDERED THAT:

1. The Flat 12 Lease shall be varied in the manner set out in the form of amended lease attached at Appendix 3 (being the draft lease submitted with the application) whereby the words which are crossed through are to be deleted from the Flat 12 Lease and the words underlined are to be added to the Flat 12 Lease.
2. The Applicant shall serve a copy of this order together with the form of amended lease on the Chief Land Registrar by no later than 16th May 2014.

[PARTICULARS]

THIS LEASE is made on the date specified in the Particulars **BETWEEN** the Lessors specified in Paragraph 1 of the Particulars (hereinafter called "the Lessors" which expression shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created of the first part the Managers specified in Paragraph 3 of the Particulars of the second part and the person or persons specified in Paragraph 2 of the Particulars (hereinafter called "the Lessee" which expression shall where the context so admits include his Successors in Title) of the third part

WITNESSETH as follows:-

1. IN this Deed the following expressions have where the context so admits or requires the following meanings respectively:-

(1) "the Demised Premises" means the flat (and garage) referred to in Paragraph 4 of the Particulars and more fully described in Clause 2 hereof

(2) "the Premium" means the sum of money specified in Paragraph 5 of the Particulars

(3) "the Annual Rent" means the annual rents specified in Paragraph 7 of the Particulars and mentioned in Clause 2 hereof

(4) "the Building" means the buildings of which the Demised Premises form part and specified in Paragraph 5 of the Particulars

(5) "the Common Parts" means all main entrances passages landings staircases (internal and external) gardens gates access yards roads footpaths parking areas and garage spaces (if any) passenger lifts (if any) means of refuse disposal (if any) and other areas included in the Title above referred to provided by the Lessors for the common use of residents in the Building and their visitors and not subject to any lease or tenancy to which the Lessors are entitled to the reversion

(6) "the Flat Owners" means the tenants and their successors in title or other the owner or owners of the other flats comprised in the Building who may from time to time hold the same upon terms substantially similar to those herein contained (save as to matters set out in the Particulars)

2. Demise and Description

IN consideration of £12,000 paid by the Lessee paid to the Lessors (the receipt of which Premium the Lessors hereby acknowledge) and of the rent hereby reserved and of the covenants on the part of the Lessees hereinafter contained the Lessors **HEREBY DEMISE** unto the Lessee **ALL THAT** self-contained apartment delineated (for the purposes of identification only) on the plan annexed hereto and thereon edged

in red and more particularly specified in the Particulars (in this Lease called "the Flat") occupying part of the floor specified in the Particulars of the building in the Particulars specified (in this Lease called "the Building") including (but without prejudice to the generality of the foregoing (i) all pipes or drains watercourses wires cables and other media forming part of the Building but serving the flat alone (ii) the ceilings of the Flat below the level of the bottom of the beams or joists immediately above (iii) the floors above the level of the tops of the beams or joists immediately below (iv) the interior faces including the plaster covering of all exterior walls of the Building enclosing the Flat and the garage and the glass and windows therein (v) the interior faces of all other walls to include the plaster coverings of the Building enclosing the Flat and the Garage and the entrance and other doors and doorways therein and leading thereto (vi) all interior partition walls and (vii) any balcony outside of and forming part of the Flat and for its sole and exclusive use (but expressly excepting and excluding the main walls and structure of the Building)

TOGETHER WITH:-

Rights Granted

- (1) The right in common with the Lessors the Superior Lessors (if any) the Managers and all persons authorised by them and with the Lessees of the other apartments in the Building to use for the purposes only of access to and egress from the Flat the common balconies entrance halls lift (if any) staircases and landings in or outside the Building and such other passages therein or thereout as are not included in any of the other apartments in the Building
- (2) Full right and liberty for the Lessee and all persons authorised by him (in common with the Lessors the Managers and all other persons entitled to the like right) at all times and for all purposes in connection with the permitted user of the Demised Premises to go pass and repass over and through and along the Common Parts including the main entrances and the passages landings halls and staircases leading to the Demised Premises PROVIDED ALWAYS the Lessors shall have the right temporarily to close or divert any of the Common Parts and the right to let garages or garage spaces (if any) subject to leaving available reasonable and sufficient means of access to and from the Demised Premises AND PROVIDED FURTHER THAT the Lessors shall have the right at any time and from time to time on giving in each case at least three months written notice to that effect to the Tenant to exclude from the easements right and liberty granted by this paragraph the use of all or any part of parts of the garden or land forming part of the Common Parts but not so as to make access to the Demised Premises impracticable
- (3) The free and uninterrupted passage and running of water and soil electricity and gas or other illuminant or power leading to or from or serving the Demised Premises through such parts of the sewers drains watercourses chimney flues appliances and conductors as pass through other parts of the Building and premises belonging thereto
- (4) All rights of support and protection as are now appurtenant to the Flat (and the Garage) and enjoyed therewith

(5) The right (on payment of any contract charges) in common with all other persons entitled to be connected to any of the communal services including the communal door entry system and television aerials serving the Building

(6) The right for the Lessee with servants workmen and others at all reasonable times upon giving three days' previous notice in writing (or in the case of emergency at any time without notice) to enter into and upon other parts of the Building and the Common Parts for the purpose of:

- (a) repairing cleansing maintaining or renewing such storage tanks sewers drains watercourses cables pipes and wires as now are or within the Perpetuity Period shall be laid in or through the Building and the Common Parts and serve the Demised Premises and
- (b) repairing maintaining and carrying out permitted alterations or other building works to the Demised Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Demised Premises

subject in either case to the Lessee causing as little disturbance as possible and making good any damage caused

BUT without including any right of light and air over adjoining land and premises

AND SUBJECT to:-

- (i) Any rights and easements belonging to any adjoining property
- (ii) Any adjacent buildings (other than the remaining part of the Building of which the Flat (or the Garage) forms part) at any time or times being rebuilt or altered or enlarged both as to height elevation extent or otherwise whether the light or air to the Flat be thereby affected or not EXCEPTING AND RESERVING UNTO the Lessors and their Lessees:-

(a) Easements reserved
The free and uninterrupted passage and running of water and soil electricity and gas or other illuminant or power from and to the Common Parts from and to the other (*two words inserted by hand - illegible*) apartments in the Building (and to other garages) and from and to the neighbouring premises through the sewers drains watercourses chimney flues pipes appliances and conductors which are now or may hereafter during the term hereinafter referred to be situated within or under the Flat (the Garage) or the Building

(b) The right upon reasonable notice to enter the Flat (or the Garage) for the purposes mentioned under Covenant 3 (F) hereof

(c) Demise and rent

Such rights of support and protection as are at present existing and required for the benefit of the Building as a whole TO HOLD the same unto the Lessee for the term of years and from the date as specified in Paragraph 9 of the Particulars YIELDING AND PAYING therefor as provided in Paragraph 7 of the Particulars by two equal half-yearly payments in advance on the first days of April and October in each year the first of such payments being a due proportion of the said rental from the date hereof until the 30th day of September next to be made on the execution hereof

3. Tenants Covenants

THE Lessee hereby covenants with the Lessors and with the Managers as a separate covenant as follows:-

(A) To pay rent

To pay the reserved rent on the days and in manner foresaid without any deduction whatsoever

(B) To pay outgoings

To pay and discharge all existing and future rates taxes duties charges assessments outgoings whatsoever whether parliamentary parochial or otherwise payable by law in respect of the Demised Premises either by the owner or occupier thereof and to keep the Lessors and the Managers fully indemnified against all claims demands proceedings costs and expenses in connection therewith

(C) To repair and maintain

During the said term well and substantially to cleanse repair support uphold maintain and generally to keep in good and substantial condition the whole of the Demised Premises as above described and any addition which may be made thereto and the Landlord's fixtures and fittings and including all other appurtenances thereto but so that the Lessee's obligations under this covenant shall not extend to any repairs hereinafter covenanted to be effected by ~~the Managers~~ the Lessors or (subject to Clause 3 (M) hereof) which are covered by insurance and without prejudice to the generality of the foregoing to make good and completely and fully to indemnify the Lessors ~~and the Managers~~ against any loss or damage arising as a result of the overflowing of water or burst pipes or otherwise howsoever occasioned by any act neglect default or omission of the Lessee or the Lessee's servants agents or Licences

(D) To decorate

From time to time as may be reasonably necessary during the said term (but in any case at intervals of not more than five years) and also in the last year of the said term (whether determined by effluxion of time or otherwise) in each case calculated from the date specified in Paragraph 9 of the Particulars to paint twice and paper varnish colour grain and whitewash all the inside parts of the Demised Premises respectively heretofore or usually painted papered varnished coloured grained and whitewashed

(E) To notify ~~Managers~~ Lessors

To report immediately to ~~the Managers~~ the Lessors any signs of dampness rot or external damage affecting the Flat or any deterioration in the fabric thereof

(F) To permit entry

To permit ~~the Managers~~ the Lessors (the Superior Lessors if any) and their respective Agents and all persons authorised by them respectively at all reasonable times to enter and examine the state and condition of the Flat (or the Garage) and to take inventories of the fixtures and fittings therein and to give or leave notice of any defects for which the Lessee is responsible or to execute and do any repairs or work for which ~~the Managers~~ the Lessors are liable under their covenants hereinafter contained and for the purposes aforesaid and also for the purpose of executing any repairs or work to or in connection with any flat above or below or adjoining the Flat (with any other garage adjoining that now demised) or with any adjoining premises to enter upon the Flat or the Garage or any part thereof with or without workmen and plant the person exercising such right thereupon making good any damage thereby occasioned to the Flat but making no further or other compensation whatsoever

(G) To repair on Notice

Within three months of any such notice as last aforesaid well and substantially to repair and make good all defects listed therein

(H) Not to display Notices

Not to affix or exhibit or paint on any door or any part of the Demised Premises of the Building or on any part of the cartilage thereof or at or near to any of the entrances thereto respectively any plate name notice or sign whatsoever and not to exhibit in any window or on any blind or upon any external part of the Building or on any part of any common entrance hall lift staircase landing or passage any trade professional or business notice or advertisement whatsoever nor indication of the kind commonly known as a "to let" or "to sell" notice and in particular but without prejudice to the generality of the foregoing not to paint the entrance door to the Flat or the architrave or change the door furniture without first obtaining ~~the Manager's~~ the Lessor's permission to the colour or to the change.

(J) To pay fees

To pay all expenses (including Solicitors' costs and Surveyors' fees) which may be incurred by the Lessors incidental to the preparation and service of a Schedule of Dilapidations and Notice to repair or any Notice under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

(K) Alterations

Not without the previous written consent of ~~the Managers~~ and the Lessors and then only upon payment of their proper fees and expenses so incurred including those of their professional and other advisers to alter the construction design or elevation or architectural appearance of the Demised Premises and not to make any structural to the Demised Premises nor to remove any partitions doors or cupboards or other fixtures therein and not to remove cut maim or injure or permit to be removed cut maimed or injured any of the floors walls or timbers thereof

(L) (i) Development

Not without the previous licence in writing of ~~the Managers~~ and the Lessors and then only upon payment of their proper fees and expenses so incurred

including those of their professional and other advisers to carry out or permit to be carried out any development to the Demised Premises within the meaning of the Town and Country Planning Acts and any regulations made thereunder

(ii) Notices

Within four days of receipt by the Lessee to give to the Lessors ~~the Managers~~ the Superior Landlords (if any) or their Surveyors full particulars of any notice or proposal for a notice or order or proposal for an order given issued or made to or on the Lessee by a Planning Authority under or by virtue of the said Town and Country Planning Acts or any regulations made thereunder and if so required by ~~the Managers~~ the Lessors or their Surveyors to produce such notice order or proposal to them and without delay to take all reasonable and necessary steps to comply with any such notice order or proposal and at the request of ~~the Managers~~ the Lessors or their Surveyors to make or join with the Lessors in making such objections or representations against or in respect of any such notice order or proposal as they or either of them shall deem expedient

(M) Insurance Duplication

Not to effect any insurance of the Demised Premises in duplication of the insurance hereinafter referred to and not to do or permit or suffer to be done anything whereby any insurance of the Building may become void or voidable or whereby the rate of premium for any such insurance may be increased and to repay to ~~the Managers~~ the Lessors all sums paid by way of increased premiums and all expenses incurred by them as a result of a breach of this covenant such sums to be recoverable forthwith upon due demand being made

(N) Assignment and Underletting

(i) Not to assign or underlet part only of the Demised Premises

(ii) Not to transfer assign sub-let or otherwise part with possession of the Flat (and/or the Garage) as a whole without (a) first obtaining from the intended transferee or underlessee the execution of a deed of covenant in the form to be supplied by the Lessors ~~or the Managers~~ and which shall embody a direct covenant with the Lessors ~~and with the Managers~~ to observe and perform all the covenants on behalf of the Lessee in this Lease contained other than in the case of any intended underlessee the covenant to pay rent but so that any such Sub underlease shall reserve at least the rental hereby reserved and shall impose an obligation upon the underlessee to be responsible for the outgoings referred to in Clause 3 (B) hereof and in addition to be responsible to ~~the Managers~~ the Lessors for payment of the Contribution referred to in Clause 4 hereof and (b) ~~procuring the registration of any such proposed assignee or (sub) Underlessee as a member of the Managers~~

(iii) To pay the costs including Value Added Tax of the Solicitors for the time being of the Lessors ~~and the Managers~~ in respect of the approval of any

Deed of Covenant under Clause N (ii) hereof and the stamp duty payable thereon

(O) Registration of Assignments etc

To produce to the Solicitors for the time being of the Lessors and the Superior Landlords (if any) ~~and the Managers~~ at their offices upon every devolution or charge of the Flat within one month of such devolution the transfer assignment charge mortgage counterpart underlease counterpart tenancy agreement probate letters of administration assent or other evidence of devolution or a certified copy thereof for registration by them and to pay to each of the said Solicitors their proper fees for each such registration

(P) To use the Flat for the purpose of a private residence in one occupation only (and to use and occupy the Garage as a garage for housing a motor car) and not to use or permit the Flat (or the Garage) to be used for any illegal or immoral purposes or to permit to be done any act or thing at the Flat or in connection therewith which would afford reasonable ground for suspecting that the Flat (or the Garage) was being or about to be used for any such purpose

(Q) To comply with the obligations and other matters specified in the Second Schedule hereto

(R) Not to do or permit or suffer anything in or upon the Demised Premises or any part thereof which may at any time be or become a nuisance or annoyance or cause of damage or disturbance to the Lessors or to any tenant or occupier of any other apartment in the Building or of any property in the neighbourhood or injurious or detrimental to the reputation of the Building as private residential apartments (and garages) and in particular but without derogating from the generality of the foregoing:-

General Regulations and Restrictions

(1) Not at any time to use or permit the use of either the Demised Premises or any part thereof for business purposes

(2) Not to do or permit or suffer in or upon the Demised Premises or any part thereof any sale by auction or any illegal or immoral act or any act or thing which may be or become a nuisance or annoyance or cause damage to the Lessors or the tenants of the Lessors or the occupiers of any part of the Building or of any adjoining or neighbouring premises

(3) Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Building or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Demised Premises and to repay to ~~the Managers~~ the Lessors all sums paid by way of increased premiums and all expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this regulation all such payments to be recoverable as rent in arrear

(4) Not to throw or permit to be thrown any dirt rubbish rags or other refuse into the sinks baths lavatories cisterns or waste or soil pipes in the Demised Premises

(5) Not to play or use or permit the playing or use of any musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind nor to practise or permit the practising of any singing in the Demised Premises either:-

(a) between the hours of Eleven p.m. and Eight a.m. or

(b) at any other time or times so as to cause any nuisance or annoyance to any of the other owners tenants or occupiers of the Building and for the purposes hereof the decision of ~~the Managers~~ the Lessors or their Agents as to what constitutes a nuisance or annoyance shall be final and binding on the parties

(6) Not at any time to put on or in any window or balcony (if any) or on the exterior of the Demised Premises so as to be visible from outside any name writing drawing signboard plate placard or advertisement of any kind whatever or any unsightly object or anything which in the opinion of ~~the Managers~~ the Lessors is offensive

(7) Not to hang or expose in or upon any part of the Demised Premises so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the Demised Premises any flower box pot or other like object nor to shake any mats brooms or other articles inside any part of the Building (other than the Demised Premises) or out of the windows either of the Demised Premises or of any other part of the Building

(8) Not to keep any bird reptile dog or other animal in the Demised Premises without the previous consent in writing of ~~the Managers~~ the Lessors which may be given by ~~the Managers~~ the Lessors or their Agents for the time being such consent to be revocable by notice in writing at any time on complaint of any nuisance or annoyance being caused to any owner tenant or occupier of any other flat in the Building

(9) Not to erect any external wireless or television aerial

(10) Not to use on the Demised Premises any electrical device without an effective suppressor fitted thereto

(11) Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach road or passageways adjacent or leading to the Building any motor car motor cycle bicycle perambulator or other vehicle belonging to or used by the Lessee or occupier of the Demised Premises or by any of his or their friends servants or visitors and to observe all regulations made by ~~the Managers~~ the Lessors from time to time relating to the parking of such vehicles

(12) Not to permit or suffer the children of the Lessee or of any friends servants or employees of the Lessee to play upon any staircases landings or passageways or the lifts (if any) in or about the Building

(13) Not to permit or suffer to be used any lift in the Building for the carrying of any greater number of persons or a great weight than the number or weight limit specified therefor by any notice affixed therein

(14) At all times to cover and keep covered with carpet and underlay the floors of the Demised Premises other than those of the kitchen and bathrooms and at all times suitably and properly to cover and keep covered the floors of the kitchen and bathrooms in the Demised Premises

(15) At all times when not in use to keep shut the entrance door to the Demised Premises and between the hours of Eleven p.m. and Eight a.m. to ensure that no noise is made in any part of the Building and in particular between such hours to ensure that the main entrance door to the Building and the entrance door to the Demised Premises are closed as quietly as possible and that no disturbance or annoyance is caused to the tenants or occupiers of other flats in the Building

(16) (a) Not to use or permit the use of the hall staircase and passages in and about the Building or of any other of the Common Parts otherwise than in accordance with the proper exercise of the Easements hereby granted

(b) To remove forthwith upon being so required by the Lessors ~~or the Managers~~ any object of or obstruction by the Lessee or his licensee in the Common Parts and to pay to the Lessors on demand the cost incurred by them in removing and if appropriate storing the same which removal and storage is expressly hereby authorised and which shall be entirely at the Tenant's risk

(17) Not at any time to do or permit the doing of any damage whatsoever to the Building the fixtures fittings or chattels therein the curtilage thereof or the paths adjoining thereto and forthwith on demand by ~~the Managers~~ the Lessors to pay to ~~the Managers~~ the Lessors the cost of making good any damage resulting from a breach of this regulation

(18) At least once in every month of the said term to cause to be properly cleaned all windows of the Demised Premises both internally and externally and at all times to keep such windows properly curtained in a style appropriate to a private residence

(19) Each morning to empty any rubbish of the previous day suitably wrapped into the refuse receptacles or other means of refuse disposal (if any) provided by the Lessors ~~or the Managers~~

(20) Not at any time without the previous written consent of ~~the Managers~~ the Lessors to employ in any capacity whatever in or about the Demised Premises any dismissed servants of the Lessors ~~the Managers~~

(21) Not at any time to interfere with the external decorations or painting of the Demised Premises or of any other part of the Building

(22) To pay the cost of making good any damage at any time done by the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors to any part of the Building or to the passages landings stairs or entrance halls thereof or to the person or property of the tenant or occupier of any other flat in the Building by the carrying in or removal of furniture or other goods to or from the Demised Premises or otherwise howsoever

(23) To submit any dispute difference or complaint that may arise between the Lessee and the tenant or occupier of any other flat in the Building in respect of the use of occupation of the Demised Premises or any other part of the Building to ~~the Managers~~ the Lessors or their Agents before taking any further or other steps or proceedings in relation thereto

(24) Without prejudice to the generality of the foregoing or of regulations 12 and 17 hereof to observe and perform all regulations made relating to the Common Parts

(25) At all times to observe and perform all variations or modifications of the foregoing regulations and all such further or other regulations as ~~the Managers~~ the Lessors may from time to time in their absolute discretion think fit to make for the management care and cleanliness of the Building and the comfort safety and convenience of all the occupiers thereof

4. (A) Lessees Maintenance Contribution

THE Lessee hereby further covenants with ~~the Managers~~ the Lessors that he the Lessee will in manner hereinafter provided pay to ~~the Managers~~ the Lessors such per centum as specified in Paragraph 8 of the Particulars (hereinafter called "the Contribution") of the reasonable costs and expenses incurred by ~~the Managers~~ the Lessors in compliance with their obligations under Clause 6 hereof and of all other costs and expenses incurred in the management of the Building ***Together with the insurance and other Premiums payable paid by the Managers to the Lessors whether under the terms hereof or by way of separate agreement** and together with such monies as ~~the Managers~~ the Lessors shall deem appropriate to build up a reasonable reserve to meet the maintenance expenditure of subsequent years (hereinafter called "the Expenditure") **Insertion indicated by asterisk and wording is shown at bottom of page (8) in original Lease*

(B) Manners of Payment

The Contribution shall be paid upon demand by two equal half-yearly payments in advance on the first days of April and October in each year the first of such payments being a proportion of the Contribution from the date hereof until the 30th day of September next to be paid on the execution hereof

(C) Demand

If for any period of twelve months ending on the Thirtieth day of September the Contributions shall have proved to be (i) insufficient to meet the Lessee's share of the Expenditure the Lessee shall forthwith upon ~~the Managers~~ the Lessors making

demand not later than two years after the end of such period of twelve months at any subsequent time pay the short fall in respect of that period or (ii) too great then the surplus so paid shall be carried forward by ~~the Managers~~ the Lessors and credited to the account of the Lessee in computing the Contribution in succeeding accounting periods as aforesaid

(D) ~~The Managers~~ The Lessors shall prior to the Thirty-first day of December in each year of as soon thereafter as reasonably possible send the Lessee a statement of receipts and expenditure for the year ended the previous Thirtieth day of September if so required

(E) In the event of any dispute under this Clause as to the amount of the Contributions or short fall payable at any time the certificate of Accountants for the time being of ~~the Managers~~ the Lessors (acting as auditors and not as arbitrators) shall be conclusive evidence of the amount of the Expenditure and of the correctness of the demands for the Contributions and for the short fall

5. Landlords Covenants

THE Lessors HEREBY COVENANT with the Lessee ~~and the Managers as a separate covenant~~ (a) with the intent to bind themselves and their successors in title the persons for the time being entitled to the reversion of the Demised Premises immediately expectant hereto but not to bind themselves after they shall have parted with such reversion or to incur further liability thereafter that the Lessee paying the rents hereby reserved and performing and observing the several covenants on his part and the conditions hereinbefore contained shall peaceably hold and enjoy the Flat during the said term without any lawful interruption by the Lessor or any person rightly claiming under or in trust for them (b) that until such time as all the flats in the building are demised on Leases for a term of seven years or longer be responsible for pay to the Managers such per centum per annum as is shown as the percentage contribution for the relevant flat on the First Schedule annexed hereto and likewise pro rata in respect of a flat demised during part of a year of the total costs and expenses incurred by ~~the Managers~~ the Lessors in complying with their obligations under Clause 6 hereof PROVIDED NEVERTHELESS that the Lessors shall not be required to contribute to the reserve fund for each such residential flat not so demised on Leases for a term of seven years or longer (c) to include in every Lease or tenancy agreement of a flat in the Building hereafter granted by the Lessors for a term exceeding seven years covenants and obligations on the part of the tenant thereof to be observed in similar terms to those herein contained (d) to insure and keep insured the Building (unless such insurance shall be vitiated by any act or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors) against loss or damage by fire explosion storm tempest earthquake aircraft and risk of explosion and damage in connection with the boilers and heating apparatus and all plant associated therewith and such other risks (if any) as the Lessors think fit in some Insurance Office of repute through the agency of the Lessors in the full value thereof including an amount to cover professional fees and other incidental expenses in connection with the rebuilding and reinstating thereof and to insure the fixtures and fittings plant and machinery of the Lessors against such risks as are usually covered by

a Comprehensive Policy and to insure against third party claims made against the Lessors in respect of management of the Building and in the event of the Building or any part thereof being damaged or destroyed by fire or other insured risks as soon as reasonably practicable to lay out the Insurance moneys in the repair rebuilding or reinstatement of the premises so damaged or destroyed subject to the Lessors at all times being able to obtain all necessary licences consents and permissions from all relevant authorities in this respect PROVIDED ALWAYS that if for any reason other than default of the Lessors the obligation on their part hereinbefore contained to rebuild or otherwise make good such destruction or damage as aforesaid becomes impossible of performance the said obligation shall thereupon be deemed to have been discharged and the Lessors shall stand possessed of all moneys paid to them under and by virtue of the Policies of Insurance hereinbefore required to be maintained upon trust to pay to the Lessee and/or his or her mortgagees (if any) such proportion (if any) of the said moneys as may be agreed in writing between the Lessors and the Lessee or such mortgagee or in default of agreement as aforesaid as shall be determined by a Valuer appointed by the President for the time being of the Incorporated Society of Valuers and Auctioneers upon the request of the Lessors or the Lessee or such mortgagee to be fair and reasonable having regard only to the relative values of the respective interests of the Lessors and the Lessee in the Demised Premises immediately before the occurrence of the said destruction or damage and it is hereby declared that any such determination as aforesaid shall be deemed to be made by the said Valuer as an expert and not as an Arbitrator

6. IN consideration of the covenants on the part of ~~the Lessors and~~ the Lessee hereinbefore contained ~~the Managers~~ the Lessors HEREBY FURTHER COVENANT with ~~the Lessors and with~~ the Lessee as a separate covenant but subject as provided in Clause 7 hereof that so long as the Contribution is received by them in full they will in a proper manner and at reasonable cost perform the following services namely:-

- (a) To maintain and keep in good and substantial repair and condition:
 - (i) the main structure of the Building including the principal internal timbers and the exterior walls and any other structural walls and the foundations and the roof thereof with its main water tanks main drains gutters and rain water pipes (other than those included in this demise or in the demise of any other flat in the Building)
 - (ii) all such gas and water mains and pipes drains waste water and sewage ducts and electric cables and wires as may by virtue of the terms of this Lease be enjoyed or used by the Lessee in common with the owners or tenants of the other flats in the Building
 - (iii) the Common Parts
 - (iv) the boundary walls and fences of the building
 - (v) the flat or flats or accommodation whether in the Building or not occupied or used by any caretakers porters maintenance staff or other persons employed by ~~the Managers~~ the Lessors in accordance with the provisions of sub-clause (e) of this Clause
 - (vi) all other parts of the Building not included in the foregoing sub-paragraphs (i) to (v) and not included in this demise or the demise of any other flat or part of the Building

- (b) As and when ~~the Managers~~ the Lessors shall deem necessary
- (i) to paint the whole of the outside wood iron and other work of the Building heretofore or usually painted and grain and varnish such external parts as have been heretofore or are usually grained and varnished
 - (ii) to paint varnish colour grain and whitewash such of the interior parts of the Building as have been or are usually painted papered coloured grained and whitewashed (other than these parts which are included in this demise or in the demise of any other flat in the Building)
 - (iii) to paint paper varnish colour grain and whitewash such of the parts of any flat or flats or accommodation occupied or used by any caretakers porters maintenance staff or other persons employed by ~~the Managers~~ the Lessors in accordance with the provisions of sub-clause (e) of this Clause hereof as have been or are usually painted papered varnished coloured grained and whitewashed
- (c) To keep clean and where appropriate lighted the Common Parts and to keep clean the windows in the Common Parts and where appropriate to furnish the Common Parts in such style and manner as the Lessors shall from time to time in their absolute discretion think fit
- (d) To pay and discharge any rates (including water rates) taxes duties assessments charges impositions and outgoings assessed charged or imposed on the Building and the cartilage thereof as distinct from any assessment made in respect of any flat in the Building but including the rates (including water rates) assessed on any flat or flats or accommodation whether in the Building or not occupied or used by any caretaker porter maintenance staff or other person employed by ~~the Managers~~ the Lessors in accordance with the provisions of sub-clause (e) of this Clause hereof and also all or any other outgoings payable in respect of such accommodation
- (e) For the purpose of performing the covenants on the part of ~~the Managers~~ the Lessors herein contained at their discretion to employ on such terms and conditions as ~~the Managers~~ the Lessors shall think fit one or more caretakers porters maintenance staff gardeners cleaners or such other persons as ~~the Managers~~ the Lessors may from time to time in their absolute discretion consider necessary and in particular to provide accommodation either in the Building or elsewhere (free from payment of rents or rates by the occupier) and any other services considered necessary by ~~the Managers~~ the Lessors for them whilst in the employ of the Lessors ~~the Managers~~
- (f) To maintain and renew when required any existing central heating and hot and cold water apparatus in the Building and all ancillary equipment thereto other than that contained in and solely serving the Demised Premises
- (g) To maintain at all reasonable hours through any system existing at the date hereof for the supply of hot and cold water from a central system but not otherwise an adequate supply of hot water to the Building and during the period from the First day of October to the First day of May next following to

provide sufficient and adequate heat to the radiators (if any) for the time being fixed in the Demised Premises or in any other part of the Building unless ~~the Managers~~ the Lessors shall be unable to perform this covenant by reason of the act neglect or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors or by reason of any breakdown or interruption of the supply of fuel or current or other cause whatsoever over which ~~the Managers~~ the Lessors have no control and ~~the Managers~~ the Lessors shall not be liable for any loss damage or inconvenience which the Lessee may sustain through the imperfect or irregular supply of hot water or heating to the Demised Premises

- (h) (i) To employ at ~~the Managers~~ the Lessors' discretion a firm of Managing Agents to manage the Building and discharge all proper fees salaries charges and expenses payable to such agents or such other person who may be managing the Building including the cost of computing and collecting the rents and the Contributions in respect of the Building or any parts thereof
- (ii) To employ all such surveyors builders architects engineers tradesmen accountants or other professional persons as may be necessary or desirable for the proper maintenance safety and administration of the Building
- (i) To maintain (if and when installed by the Lessors at their discretion) a rented communal television aerial or aerials serving the Building and to pay all expenses in connection with the installation and maintenance thereof
- (j) To maintain any existing coin-operated telephone boxes and pay all charges in connection therewith
- (k) To maintain any existing rented fire extinguishers and install such further extinguishers as ~~the Managers~~ the Lessors may from time to time consider necessary and pay all charges in connection with the installation and maintenance thereof
- (l) To maintain and where necessary renew or replace any existing lift and ancillary equipment relating thereto and maintain insurance against risks of breakdown and third party claims in respect of the lift and lift equipment and mechanism in such amounts and on such terms as the Lessors shall from time to time think fit
- (m) To maintain if and when installed a rented electric porter system serving the main entrances to the Building
- (n) Without prejudice to the foregoing to do or cause to be done all such works installations acts matters and things as in the absolute discretion of the Lessors ~~and the Managers~~ may be considered necessary or advisable for the proper maintenance safety amenity and administration of the Building
- (o) To set aside (which setting aside shall for the purposes hereof be deemed an item of expenditure incurred by the Lessors ~~the Managers~~) such

sums of money as ~~the Managers~~ the Lessors shall reasonably require to meet such future costs as ~~the Manager~~ the Lessors shall reasonably expect to incur of replacing maintaining and renewing those items which ~~the Managers~~ the Lessors have hereby covenanted to replace maintain or renew

(p) At the request of the Lessee and subject to payment by the Lessee of (and provision beforehand of security for) the costs of the Lessors on a complete indemnity basis to enforce any covenants entered into with the ~~Managers~~ the Lessors by a Lessee of any other flat in the Building similar in nature to those herein contained but PROVIDED NEVERTHELESS that ~~the Managers~~ the Lessors in so doing shall not be obliged to enter into litigation of a frivolous or vexatious nature

7. PROVIDED FURTHER AND IT IS HEREBY AGREED as follows:-

(1) Except so far as the same may be insured by any policy maintained under Clause 5(d) hereof ~~the Managers~~ the Lessors shall not be liable to the Tenant nor shall the Tenant have any claim against ~~the Managers~~ the Lessors in respect of:

(a) any loss or inconvenience occasioned by the closing or breakdown of any lift or by the failure of power supply to the lifts or whilst any repairs are carried out thereto

(b) any accidents that may occur to the Lessee or any other person using any lift or any interruption of any of the services hereinbefore mentioned from whatever cause beyond ~~the Managers~~ the Lessors' control

(c) any damage suffered by the Lessee or any servant agent or workman of the Lessee or any member of the Lessee's family or any licensee of his through any defect in any fixture pipe wire tube meter staircase or thing in or upon the Building or any part thereof (including the Demised Premises)

(d) any act neglect default omission misfeasance or nonfeasance of any caretaker porter or other of ~~the Managers~~ the Lessors' staff servants or any person acting under such caretaker porter staff or servants

(e) any loss or damage or interference or annoyance suffered by the Lessee during the carrying out by ~~the Managers~~ the Lessors of repairs decorations additions alterations or other works whether structural or otherwise which may appear to the Lessor to be necessary or desirable to the Demised Premises or to the Building provided the same are carried out with proper skill and care

(2) Unless otherwise specifically provided nothing in this Lease shall impose any obligations on ~~the Managers~~ the Lessors to provide or install any system or service not in existence at the date hereof

(3) If the Demised Premises or any part thereof or the means of access thereto shall at any time be so destroyed or damaged by any of the risks against which

the Lessors are liable to insure under the Lessor's covenants in that behalf hereinbefore contained so as to render the same unfit for occupation or use then and in every such case (except as hereinafter provided) the Annual Rent or a proportionate part thereof according to the nature and extent of the damage sustained shall cease to be payable in respect of any period during which the Demised Premises or the damaged part thereof shall not have been restored to a condition fit for occupation and use but so that this provision shall not apply as regards to any damage against which the Lessors shall have effected any such policy of insurance as is mentioned in the Lessors' covenants in that behalf hereinbefore contained if payment of the money assured by any such policy or any part of such money shall be refused in consequence of any act omission or default of the Lessee or any person claiming through the Tenant or his or their servants agents licensees or visitors and any dispute or difference between the Lessors and the Lessee with regard to this sub-clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1950 or any statutory enactment in that behalf for the time being in force

- (4) No caretakers porters maintenance staff or other persons employed by ~~the Managers~~ the Lessors in accordance with the provisions of sub-clause (e) of Clause 6 hereof shall be under any obligation to furnish attendance or make available their services to the Lessee and in any event of such person employed as aforesaid rendering any services to the Lessee such person shall be deemed to be the servant of the Lessee for all purposes and ~~the Managers and~~ the Lessors shall not be responsible for the manner in which such services are performed nor for any damage to the Lessee or other persons arising therefrom

8. Provisions relative to Headlease

- (1) THE provisions of this Clause shall apply where this Lease is an under-lease but not otherwise
- (2) The expression "the Lessors" shall where appropriate be deemed to include the Superior Lessors and in particular but without prejudice to the generality hereof all consents or approvals required by the Lessee from the Lessors shall where appropriate be deemed to include a requirement to obtain the consent of the Superior Lessors and the Superior Lessors shall have the same rights of entry and otherwise as the Lessors enjoy by virtue of Clause 2 hereof
- (3) The obligation to insured under Clause 5 (d) hereof shall be sufficiently discharged by compliance with the insurance requirements contained in the superior lease

9. Service of Notices

- (1) (a) ANY notice in writing certificate or other document required or authorised to be given or served hereunder shall be sufficient although only addressed to the Lessee without his name or generally to the person interested without any name and notwithstanding that any person to be affected thereby is absent under disability or unascertained and shall be sufficiently given or

served if it is left at the last know place of abode or business of the Lessee or other person to or upon whom it is to be given or served or is affixed or left on the Demised Premises

(b) Any such notice in writing certificate or other document as aforesaid shall also be sufficiently given or served if it is sent by ordinary post in a prepaid letter addressed to the person to or upon whom it is to be given or served by name at the aforesaid place of abode or business and if the same is not returned through the Post Office within fourteen days of posting it shall be deemed to have been received or served at the time at which it would in the ordinary course have been delivered

(2) Section 61 of the Law of Property Act 1925 shall apply in the construction of this Lease

(3) Where the Lessee consists of two or more persons all covenants and agreements by and with the Lessee shall be construed as covenants and agreements by and with such persons jointly and severally

10. Forfeiture

(A) If the rent reserved under Clause 2 hereof or any part thereof respectively shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the Lessee's part herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessors at anytime thereafter to re-enter the Flat or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of the action of the Lessors in respect of any prior breach of any of the Lessee's covenants

(B) ~~Neither the Managers nor~~ the Lessors shall not be liable to the Lessee and accordingly the Lessee shall have no claim whatsoever in respect of:-

(i) any interruption in any of the services hereinbefore to be provided under Clause 6 hereof by reason of necessary repair renewal or maintenance of any installations or apparatus or damage thereto or destruction thereof through any cause beyond ~~the Managers'~~ the Lessors' control whether by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or otherwise or

(ii) any act omission or negligence of any servant of ~~the Managers~~ the Lessors in or about the performance or purported performance of any duty relating to the provision of the said services or any of them

(C) Each of the covenants on the part of the Lessee shall remain in full force both at law and in equity notwithstanding that the Lessors shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant or similar covenants affecting other adjoining or neighbouring premises for

the time belonging to the Lessors **original lease shows ink which may or may not be an insertion but is illegible*

(D) The person or persons who are entitled to the reversion immediately expectant upon the determination of the said term at any time shall not be liable personally in damages for any breach of covenant on the part of the Lessors hereinbefore contained committed before he or they acquired or after he or they parted with their interest in such reversion

11. THE Lessee hereby declares that the Trustees for the time being of this Deed shall have power until the expiration of a period of Eighty years from the date hereof (or such other period as shall be the lawful perpetuity period) to Mortgage Charge Assign Underlet or otherwise dispose of all or any part of the said property with all the powers in that behalf of an absolute owner

12. IT is hereby certified that this transaction does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration excluding rent exceeds £15,000.

IN WITNESS whereof the Lessors *LCW (this is typed in Lease but crossed through)* and the Managers have hereunto caused their respective Common Seals to be affixed and the Lessee has set his hand and seal the day and year first above written

THE FIRST SCHEDULE hereinbefore referred to

Flat	No'd	1	3.14%
Flats	No'd	22, 24	3.32% for each Flat
Flats	No'd	23, 25	3.70% for each Flat
Flats	No'd	3, 5, 7	3.80% for each Flat
Flats	No'd	10, 12, 14, 15, 16, 17, 18, 19, 20, 21	4.00% for each Flat
Flat	No'd	2	4.12%
Flats	No'd	4, 6, 8, 9, 11, 13	4.55% for each Flat

THE COMMON SEAL of the said
LONDON CITY & WESTCLIFF
PROPERTIES LIMITED was
hereunto affixed in the
presence of:-

Director
Secretary

THE COMMON SEAL of the said
TERMHOUSE (SELWYN COURT)
MANAGEMENT LIMITED was
hereunto affixed in the
presence of:-

Director
Secretary

Appendix 4

THIS ORDER relates to a 99-year lease between (1) London City & Westcliff Properties Limited (2) City Business Properties Limited and (3) Termhouse (Selwyn Court) Management Limited, dated 21st May 1984, for Flat 20, Selwyn Court, Blackheath Village, London SE3 9SZ ("the Flat 20 Lease") which lease is registered with the Land Registry under title number SGL406432

UPON the Tribunal considering the application by the Applicant to vary the terms of the Flat 20 Lease

AND UPON its appearing to the Tribunal that the Applicant holds the reversionary interest in the Flat 20 Lease and Christopher David Ford ("the Respondent") is the current owner of the Flat 20 Lease

AND UPON the Tribunal being satisfied that the Applicant has given notice to the Respondent and to any person likely to be affected by any variation to the Flat 20 Lease

AND UPON the Tribunal being satisfied that:

- (1) Pursuant to section 35(2)(a) of the Landlord and Tenant Act 1987, the Flat 20 Lease fails to make satisfactory provision with respect to the repair or maintenance of the flat or the building containing the flat;
- (2) Pursuant to section 35(2)(b) of the Landlord and Tenant Act 1987, the Flat 20 Lease fails to make satisfactory provision with respect to the insurance of the building containing the flat;
- (3) Pursuant to section 35(2)(c) of the Landlord and Tenant Act 1987, the Flat 20 Lease fails to make satisfactory provision with respect to the repair or maintenance of installations which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation;
- (4) Pursuant to section 35(2)(d) of the Landlord and Tenant Act 1987, the Flat 20 Lease fails to make satisfactory provision with respect to the provision or maintenance of services which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation; and
- (5) Pursuant to section 35(2)(e) of the Landlord and Tenant Act 1987, the Flat 20 Lease fails to make satisfactory provision with respect to the recovery by one party to the lease from another party to it of expenditure incurred or to be incurred by him, or on his behalf, for the benefit of that other party;

PURSUANT TO section 38(1) of the Landlord and Tenant Act 1987,

IT IS ORDERED THAT:

1. The Flat 20 Lease shall be varied in the manner set out in the form of amended lease attached at Appendix 5 (being the draft lease submitted with the application) whereby the words which are crossed through are to be deleted from the Flat 20 Lease and the words underlined are to be added to the Flat 20 Lease.
2. The Applicant shall serve a copy of this order together with the form of amended lease on the Chief Land Registrar by no later than 16th May 2014.

[PARTICULARS]

THIS LEASE is made on the date specified in the Particulars **BETWEEN** the Lessors specified in Paragraph 1 of the Particulars (hereinafter called "the Lessors" which expression shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created of the first part the Managers specified in Paragraph 3 of the Particulars of the second part

and the person or persons specified in Paragraph 2 of the Particulars (hereinafter called "the Lessee" which expression shall where the context so admits include his Successors in Title) of the third part

WITNESSETH as follows:-

1. IN this Deed the following expressions have where the context so admits or requires the following meanings respectively:-

(1) "the Demised Premises" means the flat (and garage) referred to in Paragraph 4 of the Particulars and more fully described in Clause 2 hereof

(2) "the Premium" means the sum of money specified in Paragraph 5 of the Particulars

(3) "the Annual Rent" means the annual rents specified in Paragraph 7 of the Particulars and mentioned in Clause 2 hereof

(4) "the Building" means the buildings of which the Demised Premises form part and specified in Paragraph 5 of the Particulars

(5) "the Common Parts" means all main entrances passages landings staircases (internal and external) gardens gates access yards roads footpaths parking areas and garage spaces (if any) passenger lifts (if any) means of refuse disposal (if any) and other areas included in the Title above referred to provided by the Lessors for the common use of residents in the Building and their visitors and not subject to any lease or tenancy to which the Lessors are entitled to the reversion

(6) "the Flat Owners" means the tenants and their successors in title or other the owner or owners of the other flats comprised in the Building who may from time to time hold the same upon terms substantially similar to those herein contained (save as to matters set out in the Particulars)

2. Demise and Description

IN consideration of £3878 paid by the Lessee to the Lessors (the receipt of which Premium the Lessors hereby acknowledge) and of the rent hereby reserved and of the covenants on the part of the Lessees hereinafter contained the Lessors **HEREBY DEMISE** unto the Lessee **ALL THAT** self-contained apartment delineated (for the purposes of identification only) on the plan annexed hereto and thereon edged in red and more particularly specified in the Particulars (in this Lease called "the Flat")

occupying part of the floor specified in the Particulars of the building in the Particulars specified (in this Lease called "the Building") including (but without prejudice to the generality of the foregoing (i) all pipes or drains watercourses wires cables and other media forming part of the Building but serving the flat alone (ii) the ceilings of the Flat below the level of the bottom of the beams or joists immediately above (iii) the floors above the level of the tops of the beams or joists immediately below (iv) the interior faces including the plaster covering of all exterior walls of the Building enclosing the Flat and the garage and the glass and windows therein (v) the interior faces of all other walls to include the plaster coverings of the Building enclosing the Flat and the Garage and the entrance and other doors and doorways therein and leading thereto (vi) all interior partition walls and (vii) any balcony outside of and forming part of the Flat and for its sole and exclusive use (but expressly excepting and excluding the main walls and structure of the Building) TOGETHER WITH the piece or parcel of land shown on the said plan edged green and the garage erected thereon and known as the Garage Number specified in the Particulars in this Lease referred to as "the Garage)

TOGETHER WITH:-

Rights Granted

(1) The right in common with the Lessors the Superior Lessors (if any) the Managers and all persons authorised by them and with the Lessees of the other apartments in the Building to use for the purposes only of access to and egress from the Flat the common balconies entrance halls lift (if any) staircases and landings in or outside the Building and such other passages therein or thereout as are not included in any of the other apartments in the Building

(2) Full right and liberty for the Lessee and all persons authorised by him (in common with the Lessors the Managers and all other persons entitled to the like right) at all times and for all purposes in connection with the permitted user of the Demised Premises to go pass and repass over and through and along the Common Parts including the main entrances and the passages landings halls and staircases leading to the Demised Premises PROVIDED ALWAYS the Lessors shall have the right temporarily to close or divert any of the Common Parts and the right to let garages or garage spaces (if any) subject to leaving available reasonable and sufficient means of access to and from the Demised Premises AND PROVIDED FURTHER THAT the Lessors shall have the right at any time and from time to time on giving in each case at least three months written notice to that effect to the Tenant to exclude from the easements right and liberty granted by this paragraph the use of all or any part of parts of the garden or land forming part of the Common Parts but not so as to make access to the Demised Premises impracticable

(3) The free and uninterrupted passage and running of water and soil electricity and gas or other illuminant or power leading to or from or serving the Demised Premises through such parts of the sewers drains watercourses chimney flues appliances and conductors as pass through other parts of the Building and premises belonging thereto

(4) All rights of support and protection as are now appurtenant to the Flat (and the Garage) and enjoyed therewith

(5) The right (on payment of any contract charges) in common with all other persons entitled to be connected to any of the communal services including the communal door entry system and television aerials serving the Building

(6) The right for the Lessee with servants workmen and others at all reasonable times upon giving three days' previous notice in writing (or in the case of emergency at any time without notice) to enter into and upon other parts of the Building and the Common Parts for the purpose of:

- (a) repairing cleansing maintaining or renewing such storage tanks sewers drains watercourses cables pipes and wires as now are or within the Perpetuity Period shall be laid in or through the Building and the Common Parts and serve the Demised Premises and
- (b) repairing maintaining and carrying out permitted alterations or other building works to the Demised Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Demised Premises

subject in either case to the Lessee causing as little disturbance as possible and making good any damage caused

BUT without including any right of light and air over adjoining land and premises

AND SUBJECT to:-

- (i) Any rights and easements belonging to any adjoining property
- (ii) Any adjacent buildings (other than the remaining part of the Building of which the Flat (or the Garage) forms part) at any time or times being rebuilt or altered or enlarged both as to height elevation extent or otherwise whether the light or air to the Flat be thereby affected or not **EXCEPTING AND RESERVING UNTO** the Lessors and their Lessees:-

(a) Easements reserved

The free and uninterrupted passage and running of water and soil electricity and gas or other illuminant or power from and to the Common Parts from and to the other apartments in the Building (and to other garages) and from and to the neighbouring premises through the sewers drains watercourses chimney flues pipes appliances and conductors which are now or may hereafter during the term hereinafter referred to be situated within or under the Flat (the Garage) or the Building

(b) The right upon reasonable notice to enter the Flat (or the Garage) for the purposes mentioned under Covenant 3 (F) hereof

(c) Demise and rent

Such rights of support and protection as are at present existing and required for the benefit of the Building as a whole TO HOLD the same unto the Lessee for the term of years and from the date as specified in Paragraph 9 of the Particulars YIELDING AND PAYING therefor as provided in Paragraph 7 of the Particulars by two equal half-yearly payments in advance on the first days of April and October in each year the first of such payments being a due proportion of the said rental from the date hereof until the 30th day of September next to be made on the execution hereof

3. Tenants Covenants

THE Lessee hereby covenants with the Lessors and with the Managers as a separate covenant as follows:-

(A) To pay rent

To pay the reserved rent on the days and in manner foresaid without any deduction whatsoever PROVIDED ALWAYS that during any period in which the Rent otherwise payable hereunder would equal or Exceed the lowest Rent which would result in the interest of the Lessee being or becoming a protected Tenancy within the meaning of the Rent Act 1968 as amended re-enacted or replaced from time to time the Rent payable hereunder shall be limited to a sum of ONE POUND per annum LESS than the said lowest Rent

(B) To pay outgoing

To pay and discharge all existing and future rates taxes duties charges assessments outgoing whatsoever whether parliamentary parochial or otherwise payable by law in respect of the Demised Premises either by the owner or occupier thereof and to keep the Lessors and the Managers fully indemnified against all claims demands proceedings costs and expenses in connection therewith

(C) To repair and maintain

During the said term well and substantially to cleanse repair support uphold maintain and generally to keep in good and substantial condition the whole of the Demised Premises as above described and any addition which may be made thereto and the Landlord's fixtures and fittings and including all other appurtenances thereto but so that the Lessee's obligations under this covenant shall not extend to any repairs hereinafter covenanted to be effected by ~~the Managers~~ the Lessors or (subject to Clause 3 (M) hereof) which are covered by insurance and without prejudice to the generality of the foregoing to make good and completely and fully to indemnify the Lessors ~~and the Managers~~ against any loss or damage arising as a result of the overflowing of water or burst pipes or otherwise howsoever occasioned by any act neglect default or omission of the Lessee or the Lessee's servants agents or Licences

(D) To decorate

From time to time as may be reasonably necessary during the said term (but in any case at intervals of not more than five years) and also in the last year of the said term (whether determined by effluxion of time or otherwise) in each case calculated from the date specified in Paragraph 9 of the Particulars to paint twice and paper varnish

colour grain and whitewash all the inside parts of the Demised Premises respectively heretofore or usually painted papered varnished coloured grained and whitewashed

(E) To notify ~~Managers~~ Lessors

To report immediately to ~~the Managers~~ the Lessors any signs of dampness rot or external damage affecting the Flat or any deterioration in the fabric thereof

(F) To permit entry

To permit ~~the Managers~~ the Lessors (the Superior Lessors if any) and their respective Agents and all persons authorised by them respectively at all reasonable times to enter and examine the state and condition of the Flat (or the Garage) and to take inventories of the fixtures and fittings therein and to give or leave notice of any defects for which the Lessee is responsible or to execute and do any repairs or work for which ~~the Managers~~ the Lessors are liable under their covenants hereinafter contained and for the purposes aforesaid and also for the purpose of executing any repairs or work to or in connection with any flat above or below or adjoining the Flat (with any other garage adjoining that now demised) or with any adjoining premises to enter upon the Flat or the Garage or any part thereof with or without workmen and plant the person exercising such right thereupon making good any damage thereby occasioned to the Flat but making no further or other compensation whatsoever

(G) To repair on Notice

Within three months of any such notice as last aforesaid well and substantially to repair and make good all defects listed therein

(H) Not to display Notices

Not to affix or exhibit or paint on any door or any part of the Demised Premises of the Building or on any part of the cartilage thereof or at or near to any of the entrances thereto respectively any plate name notice or sign whatsoever and not to exhibit in any window or on any blind or upon any external part of the Building or on any part of any common entrance hall lift staircase landing or passage any trade professional or business notice or advertisement whatsoever nor indication of the kind commonly known as a "to let" or "to sell" notice and in particular but without prejudice to the generality of the foregoing not to paint the entrance door to the Flat or the architrave or change the door furniture without first obtaining ~~the Manager's~~ the Lessor's permission to the colour or to the change.

(J) To pay fees

To pay all expenses (including Solicitors' costs and Surveyors' fees) which may be incurred by the Lessors incidental to the preparation and service of a Schedule of Dilapidations and Notice to repair or any Notice under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

(K) Alterations

Not without the previous written consent of ~~the Managers~~ and the Lessors and then only upon payment of their proper fees and expenses so incurred including those of their professional and other advisers to alter the construction design or elevation or architectural appearance of the Demised Premises and not to make any structural to

the Demised Premises nor to remove any partitions doors or cupboards or other fixtures therein and not to remove cut maim or injure or permit to be removed cut maimed or injured any of the floors walls or timbers thereof

(L) (i) Development

Not without the previous licence in writing of ~~the Managers~~ and the Lessors and then only upon payment of their proper fees and expenses so incurred including those of their professional and other advisers to carry out or permit to be carried out any development to the Demised Premises within the meaning of the Town and Country Planning Acts and any regulations made thereunder

(ii) Notices

Within four days of receipt by the Lessee to give to the Lessors ~~the Managers~~ the Superior Landlords (if any) or their Surveyors full particulars of any notice or proposal for a notice or order or proposal for an order given issued or made to or on the Lessee by a Planning Authority under or by virtue of the said Town and Country Planning Acts or any regulations made thereunder and if so required by ~~the Managers~~ the Lessors or their Surveyors to produce such notice order or proposal to them and without delay to take all reasonable and necessary steps to comply with any such notice order or proposal and at the request of ~~the Managers~~ the Lessors or their Surveyors to make or join with the Lessors in making such objections or representations against or in respect of any such notice order or proposal as they or either of them shall deem expedient

(M) Insurance Duplication

Not to effect any insurance of the Demised Premises in duplication of the insurance hereinafter referred to and not to do or permit or suffer to be done anything whereby any insurance of the Building may become void or voidable or whereby the rate of premium for any such insurance may be increased and to repay to ~~the Managers~~ the Lessors all sums paid by way of increased premiums and all expenses incurred by them as a result of a breach of this covenant such sums to be recoverable forthwith upon due demand being made

(N) Assignment and Underletting

(i) Not to assign or underlet part only of the Demised Premises

(ii) Not to transfer assign sub-let or otherwise part with possession of the Flat (and/or the Garage) as a whole without (a) first obtaining from the intended transferee or underlessee the execution of a deed of covenant in the form to be supplied by the Lessors ~~or the Managers~~ and which shall embody a direct covenant with the Lessors ~~and with the Managers~~ to observe and perform all the covenants on behalf of the Lessee in this Lease contained other than in the case of any intended underlessee the covenant to pay rent but so that any such Sub underlease shall reserve at least the rental hereby reserved and shall impose an obligation upon the underlessee to be responsible for the

outgoings referred to in Clause 3 (B) hereof and in addition to be responsible to ~~the Managers~~ the Lessors for payment of the Contribution referred to in Clause 4 hereof and ~~(b) procuring the registration of any such proposed assignee or (sub) Underlessee as a member of the Managers~~

(iii) To pay the costs including Value Added Tax of the Solicitors for the time being of the Lessors ~~and the Managers~~ in respect of the approval of any Deed of Covenant under Clause N (ii) hereof and the stamp duty payable thereon

(O) Registration of Assignments etc

To produce to the Solicitors for the time being of the Lessors and the Superior Landlords (if any) ~~and the Managers~~ at their offices upon every devolution or charge of the Flat within one month of such devolution the transfer assignment charge mortgage counterpart underlease counterpart tenancy agreement probate letters of administration assent or other evidence of devolution or a certified copy thereof for registration by them and to pay to each of the said Solicitors their proper fees for each such registration

(P) To use the Flat for the purpose of a private residence in one occupation only (and to use and occupy the Garage as a garage for housing a motor car) and not to use or permit the Flat (or the Garage) to be used for any illegal or immoral purposes or to permit to be done any act or thing at the Flat or in connection therewith which would afford reasonable ground for suspecting that the Flat (or the Garage) was being or about to be used for any such purpose

(Q) To comply with the obligations and other matters specified in the Second Schedule

(R) Not to do or permit or suffer anything in or upon the Demised Premises or any part thereof which may at any time be or become a nuisance or annoyance or cause of damage or disturbance to the Lessors or to any tenant or occupier of any other apartment in the Building or of any property in the neighbourhood or injurious or detrimental to the reputation of the Building as private residential apartments (and garages) and in particular but without derogating from the generality of the foregoing:-

General Regulations and Restrictions

(1) Not at any time to use or permit the use of either the Demised Premises or any part thereof for business purposes

(2) Not to do or permit or suffer in or upon the Demised Premises or any part thereof any sale by auction or any illegal or immoral act or any act or thing which may be or become a nuisance or annoyance or cause damage to the Lessors or the tenants of the Lessors or the occupiers of any part of the Building or of any adjoining or neighbouring premises

(3) Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Building or may cause

an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Demised Premises and to repay to ~~the Managers~~ the Lessors all sums paid by way of increased premiums and all expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this regulation all such payments to be recoverable as rent in arrear

(4) Not to throw or permit to be thrown any dirt rubbish rags or other refuse into the sinks baths lavatories cisterns or waste or soil pipes in the Demised Premises

(5) Not to play or use or permit the playing or use of any musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind nor to practise or permit the practising of any singing in the Demised Premises either:-

(a) between the hours of Eleven p.m. and Eight a.m. or

(b) at any other time or times so as to cause any nuisance or annoyance to any of the other owners tenants or occupiers of the Building and for the purposes hereof the decision of ~~the Managers~~ the Lessors or their Agents as to what constitutes a nuisance or annoyance shall be final and binding on the parties

(6) Not at any time to put on or in any window or balcony (if any) or on the exterior of the Demised Premises so as to be visible from outside any name writing drawing signboard plate placard or advertisement of any kind whatever or any unsightly object or anything which in the opinion of ~~the Managers~~ the Lessors is offensive

(7) Not to hang or expose in or upon any part of the Demised Premises so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the Demised Premises any flower box pot or other like object nor to shake any mats brooms or other articles inside any part of the Building (other than the Demised Premises) or out of the windows either of the Demised Premises or of any other part of the Building

(8) Not to keep any bird reptile dog or other animal in the Demised Premises without the previous consent in writing of ~~the Managers~~ the Lessors which may be given by ~~the Managers~~ the Lessors or their Agents for the time being such consent to be revocable by notice in writing at any time on complaint of any nuisance or annoyance being caused to any owner tenant or occupier of any other flat in the Building

(9) Not to erect any external wireless or television aerial

(10) Not to use on the Demised Premises any electrical device without an effective suppressor fitted thereto

- (11) Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach road or passageways adjacent or leading to the Building any motor car motor cycle bicycle perambulator or other vehicle belonging to or used by the Lessee or occupier of the Demised Premises or by any of his or their friends servants or visitors and to observe all regulations made by ~~the Managers~~ the Lessors from time to time relating to the parking of such vehicles
- (12) Not to permit or suffer the children of the Lessee or of any friends servants or employees of the Lessee to play upon any staircases landings or passageways or the lifts (if any) in or about the Building
- (13) Not to permit or suffer to be used any lift in the Building for the carrying of any greater number of persons or a great weight than the number or weight limit specified therefor by any notice affixed therein
- (14) At all times to cover and keep covered with carpet and underlay the floors of the Demised Premises other than those of the kitchen and bathrooms and at all times suitably and properly to cover and keep covered the floors of the kitchen and bathrooms in the Demised Premises
- (15) At all times when not in use to keep shut the entrance door to the Demised Premises and between the hours of Eleven p.m. and Eight a.m. to ensure that no noise is made in any part of the Building and in particular between such hours to ensure that the main entrance door to the Building and the entrance door to the Demised Premises are closed as quietly as possible and that no disturbance or annoyance is caused to the tenants or occupiers of other flats in the Building
- (16) (a) Not to use or permit the use of the hall staircase and passages in and about the Building or of any other of the Common Parts otherwise than in accordance with the proper exercise of the Easements hereby granted
- (b) To remove forthwith upon being so required by the Lessors ~~or the Managers~~ any object of or obstruction by the Lessee or his licensee in the Common Parts and to pay to the Lessors on demand the cost incurred by them in removing and if appropriate storing the same which removal and storage is expressly hereby authorised and which shall be entirely at the Tenant's risk
- (17) Not at any time to do or permit the doing of any damage whatsoever to the Building the fixtures fittings or chattels therein the cartilage thereof or the paths adjoining thereto and forthwith on demand by ~~the Managers~~ the Lessors to pay to ~~the Managers~~ the Lessors the cost of making good any damage resulting from a breach of this regulation
- (18) At least once in every month of the said term to cause to be properly cleaned all windows of the Demised Premises both internally and externally and at all times to keep such windows properly curtained in a style appropriate to a private residence
- (19) Each morning to empty any rubbish of the previous day suitably wrapped into the refuse receptacles or other means of refuse disposal (if any) provided by the Lessors ~~or the Managers~~

(20) Not at any time without the previous written consent of ~~the Managers~~ the Lessors to employ in any capacity whatever in or about the Demised Premises any dismissed servants of ~~the Lessors~~ the Managers

(21) Not at any time to interfere with the external decorations or painting of the Demised Premises or of any other part of the Building

(22) To pay the cost of making good any damage at any time done by the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors to any part of the Building or to the passages landings stairs or entrance halls thereof or to the person or property of the tenant or occupier of any other flat in the Building by the carrying in or removal of furniture or other goods to or from the Demised Premises or otherwise howsoever

(23) To submit any dispute difference or complaint that may arise between the Lessee and the tenant or occupier of any other flat in the Building in respect of the use of occupation of the Demised Premises or any other part of the Building to ~~the Managers~~ the Lessors or their Agents before taking any further or other steps or proceedings in relation thereto

(24) Without prejudice to the generality of the foregoing or of regulations 12 and 17 hereof to observe and perform all regulations made relating to the Common Parts

(25) At all times to observe and perform all variations or modifications of the foregoing regulations and all such further or other regulations as ~~the Managers~~ the Lessors may from time to time in their absolute discretion think fit to make for the management care and cleanliness of the Building and the comfort safety and convenience of all the occupiers thereof

4. (A) Lessees Maintenance Contribution

THE Lessee hereby further covenants with ~~the Managers~~ the Lessors that he the Lessee will in manner hereinafter provided pay to ~~the Managers~~ the Lessors such per centum as specified in Paragraph 8 of the Particulars (hereinafter called "the Contribution") of the reasonable costs and expenses incurred by ~~the Managers~~ the Lessors in compliance with their obligations under Clause 6 hereof and of all other costs and expenses incurred in the management of the Building together with the Insurance and other Premiums payable paid by ~~the Managers~~ to the Lessors whether under the terms hereof or ~~by way of separate agreement~~ together with such monies as ~~the Managers~~ the Lessors shall deem appropriate to build up a reasonable reserve to meet the maintenance expenditure of subsequent years (hereinafter called "the Expenditure")

(B) Manners of Payment

The Contribution shall be paid upon demand by two equal half-yearly payments in advance on the first days of April and October in each year the first of such payments being a proportion of the Contribution from the date hereof until the 30th day of September next to be paid on the execution hereof

(C) Demand

If for any period of twelve months ending on the Thirtieth day of September the Contributions shall have proved to be (i) insufficient to meet the Lessee's share of the Expenditure the Lessee shall forthwith upon ~~the Managers~~ the Lessors making demand not later than two years after the end of such period of twelve months at any subsequent time pay the short fall in respect of that period or (ii) too great then the surplus so paid shall be carried forward by ~~the Managers~~ the Lessors and credited to the account of the Lessee in computing the Contribution in succeeding accounting periods as aforesaid

(D) ~~The Managers~~ The Lessors shall prior to the Thirty-first day of December in each year of as soon thereafter as reasonably possible send the Lessee a statement of receipts and expenditure for the year ended the previous Thirtieth day of September if so required

(E) In the event of any dispute under this Clause as to the amount of the Contributions or short fall payable at any time the certificate of Accountants for the time being of ~~the Managers~~ the Lessors (acting as auditors and not as arbitrators) shall be conclusive evidence of the amount of the Expenditure and of the correctness of the demands for the Contributions and for the short fall

5. Landlords Covenants

THE Lessors HEREBY COVENANT with the Lessee ~~and the Managers as a separate covenant~~ (a) with the intent to bind themselves and their successors in title the persons for the time being entitled to the reversion of the Demised Premises immediately expectant hereto but not to bind themselves after they shall have parted with such reversion or to incur further liability thereafter that the Lessee paying the rents hereby reserved and performing and observing the several covenants on his part and the conditions hereinbefore contained shall peaceably hold and enjoy the Flat during the said term without any lawful interruption by the Lessor or any person rightly claiming under or in trust for them (b) that until such time as all the flats in the building are demised on Leases for a term of seven years or longer be responsible for pay to the Managers such per centum per annum as is shown as the percentage contribution for the relevant flat on the First Schedule annexed hereto and likewise pro rata in respect of a flat demised during part of a year of the total costs and expenses incurred by ~~the Managers~~ the Lessors in complying with their obligations under Clause 6 hereof PROVIDED NEVERTHELESS that the Lessors shall not be required to contribute to the reserve fund for each such residential flat not so demised on Leases for a term of seven years or longer (c) to include in every Lease or tenancy agreement of a flat in the Building hereafter granted by the Lessors for a term exceeding seven years covenants and obligations on the part of the tenant thereof to be observed in similar terms to those herein contained (d) to insure and keep insured the Building (unless such insurance shall be vitiated by any act or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors) against loss or damage by fire explosion storm tempest earthquake aircraft and risk of explosion and damage in connection with the boilers and heating apparatus and all plant associated therewith and such other risks (if any) as the Lessors think fit in some Insurance Office of repute through the agency of the Lessors in the full value thereof

including an amount to cover professional fees and other incidental expenses in connection with the rebuilding and reinstating thereof and to insure the fixtures and fittings plant and machinery of the Lessors against such risks as are usually covered by a Comprehensive Policy and to insure against third party claims made against the Lessors in respect of management of the Building and in the event of the Building or any part thereof being damaged or destroyed by fire or other insured risks as soon as reasonably practicable to lay out the Insurance moneys in the repair rebuilding or reinstatement of the premises so damaged or destroyed subject to the Lessors at all times being able to obtain all necessary licences consents and permissions from all relevant authorities in this respect PROVIDED ALWAYS that if for any reason other than default of the Lessors the obligation on their part hereinbefore contained to rebuild or otherwise make good such destruction or damage as aforesaid becomes impossible of performance the said obligation shall thereupon be deemed to have been discharged and the Lessors shall stand possessed of all moneys paid to them under and by virtue of the Policies of Insurance hereinbefore required to be maintained upon trust to pay to the Lessee and/or his or her mortgagees (if any) such proportion (if any) of the said moneys as may be agreed in writing between the Lessors and the Lessee or such mortgagee or in default of agreement as aforesaid as shall be determined by a Valuer appointed by the President for the time being of the Incorporated Society of Valuers and Auctioneers upon the request of the Lessors or the Lessee or such mortgagee to be fair and reasonable having regard only to the relative values of the respective interests of the Lessors and the Lessee in the Demised Premises immediately before the occurrence of the said destruction or damage and it is hereby declared that any such determination as aforesaid shall be deemed to be made by the said Valuer as an expert and not as an Arbitrator

6. IN consideration of the covenants on the part of ~~the Lessors and~~ the Lessee hereinbefore contained ~~the Managers~~ the Lessors HEREBY FURTHER COVENANT with ~~the Lessors and~~ with the Lessee as a separate covenant but subject as provided in Clause 7 hereof that so long as the Contribution is received by them in full they will in a proper manner and at reasonable cost perform the following services namely:-

- (a) To maintain and keep in good and substantial repair and condition:
 - (i) the main structure of the Building including the principal internal timbers and the exterior walls and any other structural walls and the foundations and the roof thereof with its main water tanks main drains gutters and rain water pipes (other than those included in this demise or in the demise of any other flat in the Building)
 - (ii) all such gas and water mains and pipes drains waste water and sewage ducts and electric cables and wires as may by virtue of the terms of this Lease be enjoyed or used by the Lessee in common with the owners or tenants of the other flats in the Building
 - (iii) the Common Parts
 - (iv) the boundary walls and fences of the building
 - (v) the flat or flats or accommodation whether in the Building or not occupied or used by any caretakers porters maintenance staff or other persons employed by ~~the Managers~~ the Lessors in accordance with the provisions of sub-clause (e) of this Clause

(vi) all other parts of the Building not included in the foregoing subparagraphs (i) to (v) and not included in this demise or the demise of any other flat or part of the Building

(b) As and when ~~the Managers~~ the Lessors shall deem necessary

(i) to paint the whole of the outside wood iron and other work of the Building heretofore or usually painted and grain and varnish such external parts as have been heretofore or are usually grained and varnished

(ii) to paint varnish colour grain and whitewash such of the interior parts of the Building as have been or are usually painted papered coloured grained and whitewashed (other than these parts which are included in this demise or in the demise of any other flat in the Building)

(iii) to paint paper varnish colour grain and whitewash such of the parts of any flat or flats or accommodation occupied or used by any caretakers porters maintenance staff or other persons employed by ~~the Managers~~ the Lessors in accordance with the provisions of sub-clause (e) of this Clause hereof as have been or are usually painted papered varnished coloured grained and whitewashed

(c) To keep clean and where appropriate lighted the Common Parts and to keep clean the windows in the Common Parts and where appropriate to furnish the Common Parts in such style and manner as the Lessors shall from time to time in their absolute discretion think fit

(d) To pay and discharge any rates (including water rates) taxes duties assessments charges impositions and outgoings assessed charged or imposed on the Building and the cartilage thereof as distinct from any assessment made in respect of any flat in the Building but including the rates (including water rates) assessed on any flat or flats or accommodation whether in the Building or not occupied or used by any caretaker porter maintenance staff or other person employed by ~~the Managers~~ the Lessors in accordance with the provisions of sub-clause (e) of this Clause hereof and also all or any other outgoings payable in respect of such accommodation

(e) For the purpose of performing the covenants on the part of ~~the Managers~~ the Lessors herein contained at their discretion to employ on such terms and conditions as ~~the Managers~~ the Lessors shall think fit one or more caretakers porters maintenance staff gardeners cleaners or such other persons as ~~the Managers~~ the Lessors may from time to time in their absolute discretion consider necessary and in particular to provide accommodation either in the Building or elsewhere (free from payment of rents or rates by the occupier) and any other services considered necessary by ~~the Managers~~ the Lessors for them whilst in the employ of the Lessors ~~the Managers~~

(f) To maintain and renew when required any existing central heating and hot and cold water apparatus in the Building and all ancillary equipment thereto other than that contained in and solely serving the Demised Premises

(g) To maintain at all reasonable hours through any system existing at the date hereof for the supply of hot and cold water from a central system but not otherwise an adequate supply of hot water to the Building and during the period from the First day of October to the First day of May next following to provide sufficient and adequate heat to the radiators (if any) for the time being fixed in the Demised Premises or in any other part of the Building unless ~~the Managers~~ the Lessors shall be unable to perform this covenant by reason of the act neglect or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors or by reason of any breakdown or interruption of the supply of fuel or current or other cause whatsoever over which ~~the Managers~~ the Lessors have no control and ~~the Managers~~ the Lessors shall not be liable for any loss damage or inconvenience which the Lessee may sustain through the imperfect or irregular supply of hot water or heating to the Demised Premises

(h) (i) To employ at ~~the Managers~~ the Lessors' discretion a firm of Managing Agents to manage the Building and discharge all proper fees salaries charges and expenses payable to such agents or such other person who may be managing the Building including the cost of computing and collecting the rents and the Contributions in respect of the Building or any parts thereof

(ii) To employ all such surveyors builders architects engineers tradesmen accountants or other professional persons as may be necessary or desirable for the proper maintenance safety and administration of the Building

(i) To maintain (if and when installed by the Lessors at their discretion) a rented communal television aerial or aerials serving the Building and to pay all expenses in connection with the installation and maintenance thereof

(j) To maintain any existing coin-operated telephone boxes and pay all charges in connection therewith

(k) To maintain any existing rented fire extinguishers and install such further extinguishers as ~~the Managers~~ the Lessors may from time to time consider necessary and pay all charges in connection with the installation and maintenance thereof

(l) To maintain and where necessary renew or replace any existing lift and ancillary equipment relating thereto and maintain insurance against risks of breakdown and third party claims in respect of the lift and lift equipment and mechanism in such amounts and on such terms as the Lessors shall from time to time think fit

(m) To maintain if and when installed a rented electric porter system serving the main entrances to the Building

(n) Without prejudice to the foregoing to do or cause to be done all such works installations acts matters and things as in the absolute discretion of the

Lessors and ~~the Managers~~ may be considered necessary or advisable for the proper maintenance safety amenity and administration of the Building

(o) To set aside (which setting aside shall for the purposes hereof be deemed an item of expenditure incurred by the Lessors ~~the Managers~~) such sums of money as ~~the Managers~~ the Lessors shall reasonably require to meet such future costs as the ~~Manager~~ the Lessors shall reasonably expect to incur of replacing maintaining and renewing those items which ~~the Managers~~ the Lessors have hereby covenanted to replace maintain or renew

(p) At the request of the Lessee and subject to payment by the Lessee of (and provision beforehand of security for) the costs of the Lessors on a complete indemnity basis to enforce any covenants entered into with ~~the Managers~~ the Lessors by a Lessee of any other flat in the Building similar in nature to those herein contained but PROVIDED NEVERTHELESS that ~~the Managers~~ the Lessors in so doing shall not be obliged to enter into litigation of a frivolous or vexatious nature

7. PROVIDED FURTHER AND IT IS HEREBY AGREED as follows:-

(1) Except so far as the same may be insured by any policy maintained under Clause 5(d) hereof ~~the Managers~~ the Lessors shall not be liable to the Tenant nor shall the Tenant have any claim against ~~the Managers~~ the Lessors in respect of:

(a) any loss or inconvenience occasioned by the closing or breakdown of any lift or by the failure of power supply to the lifts or whilst any repairs are carried out thereto

(b) any accidents that may occur to the Lessee or any other person using any lift or any interruption of any of the services hereinbefore mentioned from whatever cause beyond ~~the Managers~~ the Lessors' control

(c) any damage suffered by the Lessee or any servant agent or workman of the Lessee or any member of the Lessees family or any licensee of his through any defect in any fixture pipe wire tube meter staircase or thing in or upon the Building or any part thereof (including the Demised Premises)

(d) any act neglect default omission misfeasance or nonfeasance of any caretaker porter or other of ~~the Managers~~ the Lessors' staff servants or any person acting under such caretaker porter staff or servants

(e) any loss or damage or interference or annoyance suffered by the Lessee during the carrying out by ~~the Managers~~ the Lessors of repairs decorations additions alterations or other works whether structural or otherwise which may appear to the Lessor to be necessary or desirable to the Demised Premises or to the Building provided the same are carried out with proper skill and care

- (2) Unless otherwise specifically provided nothing in this Lease shall impose any obligations on ~~the Managers~~ the Lessors to provide or install any system or service not in existence at the date hereof
- (3) If the Demised Premises or any part thereof or the means of access thereto shall at any time be so destroyed or damaged by any of the risks against which the Lessors are liable to insure under the Lessor's covenants in that behalf hereinbefore contained so as to render the same unfit for occupation or use then and in every such case (except as hereinafter provided) the Annual Rent or a proportionate part thereof according to the nature and extent of the damage sustained shall cease to be payable in respect of any period during which the Demised Premises or the damaged part thereof shall not have been restored to a condition fit for occupation and use but so that this provision shall not apply as regards to any damage against which the Lessors shall have effected any such policy of insurance as is mentioned in the Lessors' covenants in that behalf hereinbefore contained if payment of the money assured by any such policy or any part of such money shall be refused in consequence of any act omission or default of the Lessee or any person claiming through the Tenant or his or their servants agents licensees or visitors and any dispute or difference between the Lessors and the Lessee with regard to this sub-clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1950 or any statutory enactment in that behalf for the time being in force
- (4) No caretakers porters maintenance staff or other persons employed by ~~the Managers~~ the Lessors in accordance with the provisions of sub-clause (e) of Clause 6 hereof shall be under any obligation to furnish attendance or make available their services to the Lessee and in any event of such person employed as aforesaid rendering any services to the Lessee such person shall be deemed to be the servant of the Lessee for all purposes and ~~the Managers~~ and the Lessors shall not be responsible for the manner in which such services are performed nor for any damage to the Lessee or other persons arising therefrom

8. Provisions relative to Headlease

- (1) THE provisions of this Clause shall apply where this Lease is an under-lease but not otherwise
- (2) The expression "the Lessors" shall where appropriate be deemed to include the Superior Lessors and in particular but without prejudice to the generality hereof all consents or approvals required by the Lessee from the Lessors shall where appropriate be deemed to include a requirement to obtain the consent of the Superior Lessors and the Superior Lessors shall have the same rights of entry and otherwise as the Lessors enjoy by virtue of Clause 2 hereof
- (3) The obligation to insured under Clause 5 (d) hereof shall be sufficiently discharged by compliance with the insurance requirements contained in the superior lease

9. Service of Notices

(1) (a) ANY notice in writing certificate or other document required or authorised to be given or served hereunder shall be sufficient although only addressed to the Lessee without his name or generally to the person interested without any name and notwithstanding that any person to be affected thereby is absent under disability or unascertained and shall be sufficiently given or served if it is left at the last know place of abode or business of the Lessee or other person to or upon whom it is to be given or served or is affixed or left on the Demised Premises

(b) Any such notice in writing certificate or other document as aforesaid shall also be sufficiently given or served if it is sent by ordinary post in a prepaid letter addressed to the person to or upon whom it is to be given or served by name at the aforesaid place of abode or business and if the same is not returned through the Post Office within fourteen days of posting it shall be deemed to have been received or served at the time at which it would in the ordinary course have been delivered

(2) Section 61 of the Law of Property Act 1925 shall apply in the construction of this Lease

(3) Where the Lessee consists of two or more persons all covenants and agreements by and with the Lessee shall be construed as covenants and agreements by and with such persons jointly and severally

10. Forfeiture

(A) If the rent reserved under Clause 2 hereof or any part thereof respectively shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the Lessee's part herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessors at anytime thereafter to re-enter the Flat or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of the action of the Lessors in respect of any prior breach of any of the Lessee's covenants

(B) ~~Neither the Managers nor~~ the Lessors shall not be liable to the Lessee and accordingly the Lessee shall have no claim whatsoever in respect of:-

(i) any interruption in any of the services hereinbefore to be provided under Clause 6 hereof by reason of necessary repair renewal or maintenance of any installations or apparatus or damage thereto or destruction thereof through any cause beyond ~~the Managers'~~ the Lessors' control whether by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or otherwise or

(ii) any act omission or negligence of any servant of ~~the Managers~~ the Lessors in or about the performance or purported performance of any duty relating to the provision of the said services or any of them

(C) Each of the covenants on the part of the Lessee shall remain in full force both at law and in equity notwithstanding that the Lessors shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant or similar covenants affecting other adjoining or neighbouring premises for the time belonging to the Lessors

(D) The person or persons who are entitled to the reversion immediately expectant upon the determination of the said term at any time shall not be liable personally in damages for any breach of covenant on the part of the Lessors hereinbefore contained committed before he or they acquired or after he or they parted with their interest in such reversion

11. THE Lessee hereby declares that the Trustees for the time being of this Deed shall have power until the expiration of a period of Eighty years from the date hereof (or such other period as shall be the lawful perpetuity period) to Mortgage Charge Assign Underlet or otherwise dispose of all or any part of the said property with all the powers in that behalf of an absolute owner

12. IT is hereby certified that this transaction does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration excluding rent exceeds £

IN WITNESS whereof the Lessors and the Managers have hereunto caused their respective Common Seals to be affixed and the Lessee has set his hand and seal the day and year first above written

THE FIRST SCHEDULE hereinbefore referred to

Flat	No'd	1	3.14%
Flats	No'd	22, 24	3.32% for each Flat
Flats	No'd	23, 25	3.70% for each Flat
Flats	No'd	3, 5, 7	3.80% for each Flat
Flats	No'd	10, 12, 14, 15, 16, 17, 18, 19, 20, 21	4.00% for each Flat
Flat	No'd	2	4.12%
Flats	No'd	4, 6, 8, 9, 11, 13	4.55% for each Flat

THE COMMON SEAL of the said
LONDON CITY & WESTCLIFF
PROPERTIES LIMITED was
hereunto affixed in the
presence of:-