

DATED 25th March 1980
RIVERMEAD COURT LIMITED
— and —
[LEASEHOLDER]

Counterpart/

L E A S E

of

Flat No. XXX Rivermead Court
Hurlingham London SW6

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1971 LEASE OF PART

LONDON BOROUGH : Hammersmith and Fulham

LESSOR'S TITLE NUMBERS : LN 162311 and 404449

PROPERTY: Rivermead Court, Hurlingham

THIS LEASE is made the 25th day of March One thousand nine hundred and eighty BETWEEN RIVERMEAD COURT LIMITED whose registered office is at Watling House 35-37 Cannon Street London EC4M 55D (hereinafter called "the Lessor") of the one part and the person or persons whose names and addresses are specified in Part I of the Fifth Schedule hereto (hereinafter called "the Lessee") of the other part

WHEREAS:-

The Lessor is or will be registered at Her Majesty's Land Registry as proprietor of the premises known as Rivermead Court Hurlingham in the London Borough of Hammersmith and Fulham and the three blocks of flats erected thereon or on some part thereof are hereinafter referred to as "the Building"

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum mentioned in Part 2 of the Fifth Schedule paid to the Lessor by the Lessee on or before the execution hereof (the receipt whereof the Lessor hereby acknowledges) and of the rent and covenants hereinafter reserved and contained and on the part of the Lessee to be paid and observed and performed the Lessor HEREBY DEMISES unto the Lessee ALL THAT the flat in the Building the

number of which is stated in Part 3 of the Fifth Schedule and which is delineated and described on the plan annexed hereto and thereon edged red and the premises hereby demised (hereinafter called "the demised premises") shall (for the purposes of obligation as well as grant) include:

1.(A) The internal plastered coverings and plasterwork tiles and other materials on the walls bounding the demised premises and the doors and door frames (other than the external surfaces of such doors and door frames) window sashes and furniture (but excluding window frames fitted in such walls other than the internal surfaces thereof) and the glass fitted in such doors and windows

1.(B) The walls and partitions lying within the demised premises (but excluding any load bearing walls) and the plastered coverings plasterwork tiles and all other materials on all walls (including the load bearing walls but subject to the provisions contained in clause 4.(4)(a) hereof) and partitions and the doors and door frames fitted in such walls and partitions

1.(C) The plastered coverings and plasterwork tiles and all other materials on the surfaces of the ceiling and of the floors of the demised premises (including floor boards if any)

1.(D) All the sewers drains channels watercourses gas and water pipes radiators valves taps electric cables and wires and supply lines in under upon or installed in or affixed to and exclusively serving the demised premises (but excluding the HIU providing heat energy to the demised premises)

1.(E) The Lessor's fixtures and fittings sanitary apparatus and appurtenances installed in or affixed to the demised premises

TOGETHER WITH (to the exclusion of all other easements rights and privileges) the easements rights and privileges mentioned in the First Schedule subject as therein mentioned but EXCEPT AND RESERVING as mentioned in the Second Schedule TO HOLD the demised premises unto the Lessee for a term of One hundred and twenty five years from the Twenty fifth day of March One thousand nine hundred and eighty PAYING therefor during the term the yearly rent of Ten pounds by one payment in advance on the Twenty fifth day of December in every year free of all deductions whatsoever the first payment thereof being a proportionate part of the rent calculated from the date hereof to the Twenty fifth day of December next following to be made on the execution hereof

2. THE Lessee hereby covenants with the Lessor and separately with and for the benefit of the tenants or occupiers of the other flats in the Building as follows

2.(1) To pay the rent at the times and in manner aforesaid without deduction or abatement

2.(2)(a) In these presents

2.(2)(a)(i) "the percentage" is the percentage specified in Part. 4 of the Fifth Schedule

2.(2)(a)(ii) "the general expense" shall mean the cost of the expenses and outgoings and other heads of expenditure as the same are set out in Part 1 of the Third Schedule

2.(2)(a)(iii) "the heating expense" shall mean the cost of that 'head of expenditure set out in Part 2 of the Third Schedule

2.(2)(a)(iv) for the purpose of sub-clauses (v) and (vi) hereof "the available assets" means the cash or other liquid assets of the Lessor which the Lessor in its absolute discretion considers not to be required for the purpose of meeting liabilities or contingent liabilities or other commitments of or other expenditure or outgoings to be incurred by the Lessor other than those comprised in the general expense

2.(2)(a)(v) "the Lessor's expenses" shall in any of the Lessor's financial years be that part of the general expense which can be borne out of the available assets

2.(2)(a)(vi) "the recoverable expenses" shall in any of the Lessor's financial years be that part of the general expense which cannot be borne out of the available assets

2.(2)(a)(vii) "Works" shall mean the installation of pipework within the demised premises and from the premises to the HIU for connection to the New Pipework System and the provision of a 13 Amp outlet such works to be carried out at the Lessees expense.

2(2)(a)(viii) "Commissioning Date" shall mean a date as determined by the Lessor as early as reasonably practicable for the New Pipework System to be put into service

2(2)(a)(ix) "Transitional Period" shall mean a period following the Commissioning Date and before the Disconnection Date when the New Pipework System and the Old Pipework System shall be run concurrently

2(2)(a)(x) "Disconnection Date" shall mean the first of the following dates

2(2)(a)(x)(a) - when in the Lessors view following consultation with the lessees the Old Pipework System is uneconomic to repair; or

2(2)(a)(x)(b) - when fewer than 21 flats at the Property remain connected to the Old Pipework System

2(2)(a)(x)(c) - a long stop date of the 1st March 2034

PROVIDED THAT in each case the Lessor will give the Lessee at least 2 years notice of the disconnection from the Old Pipework System

2(2)(a)(xi) "New Pipework System" shall mean the pipes plant and plant rooms boilers HIU meters pipes watercourses cables conduits conducting

media and any other apparatus for the provision of water and heat energy to the Building and the demised premises

2(2)(a)(xii) "Old Pipework System" shall mean the heating and domestic hot water systems including the pipes plant and plant rooms boilers meters pipes watercourses cables conduits conducting media and any other apparatus for the provision of hot water and heating to the Building and the demised premises in existence prior to 1 June 2020

2(2)(a)(xiii) "HIU" shall mean a Heat Interface Unit comprising one or more heat exchangers pumps and associated valves and controls used to transfer heat energy to the demised premises (including any pipework between the Heat Interface Unit and the point where such pipework passes through the internal face of a wall bounding the demised premises)

2.(2)(b) To pay to the Lessor without any deduction an amount equal to the sum of the percentage of the recoverable expenses and ~~the percentage of the heating expense if connected to the Old Pipework System~~ the percentage of the heating expense or if connected to the New Pipework System a fair and reasonable proportion of the heating expense consisting of a fixed charge determined by the percentage and a variable charge determined by reference to the meter connected to the HIU (such sum being hereinafter called "the Contribution") subject to the following terms and provisions

2.(2)(b)(i) The amounts of the recoverable expenses and the heating expense shall be ascertained and certified in a Certificate (hereinafter called "the Certificate") signed by the Auditor for the time being of the Lessor (hereinafter called "the Auditor") so soon after the end of the Lessor's financial year (as hereinafter defined) as shall be practicable and shall relate to such year in manner hereinafter mentioned

2.(2)(b)(ii) The expression "Lessor's financial year" shall mean the period from the First day of January to the Thirty first day of December in every year or such other period as the Lessor may in its discretion from time to time determine as being that for which the accounts of the Lessor either generally or relating to the Building shall be made up

2.(2)(b)(iii) A copy of the Certificate for each such Lessor's financial year shall be supplied by the Lessor to the Lessee

2.(2)(b)(iv) The Certificate shall contain a fair summary of the recoverable expenses and the heating expense during the Lessor's financial year to which it relates and the Certificate (or a copy thereof duly certified by the person by whom the same was given) shall be conclusive evidence for the purposes hereof of the matters which it purports to certify

2.(2)(b)(v) The expression "the general expense" and "the heating expense" shall be deemed to include not only those expenses and outgoings and other heads of expenditure hereinbefore described which have been actually disbursed incurred or made by the Lessor during the year in question but also such reasonable part of all

such expenses outgoings and other expenditure hereinbefore described which are of a periodically recurring nature (whether or not recurring by regular periods) whenever disbursed incurred or made including an appropriate amount set aside as a reserve (the accumulated amount of which after all payments therefrom have been deducted being hereinafter referred to as "the reserve fund") for or towards such expenses outgoings and other heads of expenditure which are likely to be incurred after the end of the Lessor's financial year in question and to arise at intervals of more than one year Provided that due allowance shall be made in computing the general expense and the heating expenses (as the case may be) for any expenses outgoings or other expenditure paid out of the reserve fund And Provided further that the Lessee shall in no circumstances during the term be entitled to require any part of the reserve fund to be repaid to him or set off against any payment whether in respect of rent or the Contribution (including the advance payment as hereinafter defined in sub clause (vi) of this clause) or otherwise

2.(2)(b)(vi) Both on the Twenty fifth day of December (or in the event of an alteration in the period of the Lessor's financial year on the quarter day that shall immediately precede the beginning thereof) of every year during the term and on the quarter day next but one thereafter the Lessee shall pay to the Lessor one half of such a sum (hereinafter referred to as "the advance payment") in advance and on account of the Contribution for the Lessor's financial year next ensuing after the first of such payments as the Lessor or its Agents shall from time to time specify at their discretion to be fair and reasonable PROVIDED THAT subject and without prejudice to the foregoing provisions the amount of the advance payment for the Lessor's financial year current at the date hereof shall be deemed to be the sum referred to in Part 5 of the Fifth Schedule of which sum the Lessee shall pay on the signing hereof the due proportion calculated on a day to day basis for the period from the signing hereof to the date upon which the next payment falls due

2.(2)(b)(vii) As soon as practicable after the end of the Lessor's financial year the Lessor shall furnish to the Lessee an account of the Contribution payable by the Lessee for that year due credit being given therein for the advance payment made by the Lessee in respect of the said year and upon the furnishing of such account there shall be paid by the Lessee to the Lessor the Contribution or any balance found payable or there shall be allowed by the Lessor to the Lessee any amount which may have been overpaid by the Lessee by way of advance payment as the case may require PROVIDED ALWAYS that the provisions of this sub-clause shall continue to apply notwithstanding the expiration or sooner determination of the term but only in respect of the period down to such expiration or sooner determination

2.(2)(b)(viii) Nothing in this Lease shall disable the Lessor from maintaining an action against the Lessee in respect of non-payment of any advance payment notwithstanding that the Certificate in respect of the period covered by such advance payment had not been signed at the time of the proceedings subject nevertheless to proof in such proceedings by the Lessor that the advance payment demanded and

unpaid is of a fair and reasonable amount having regard to the prospective Contribution ultimately payable by the Lessee

2.(2)(c) In the event of any flat in the Building not being connected to the heating and domestic hot water systems serving the Building the Lessor shall while any flat is not so connected have the right in its absolute discretion to vary the percentage of the heating expense such variation being solely to distribute the heating expense which would otherwise be attributable to that flat proportionately amongst those other flats remaining connected to the said heating and domestic hot water systems AND in any event no heating expense shall be payable in respect of any flat while it is not connected to the said heating and domestic hot water systems serving the Building

2.(3) To pay and discharge all existing and future rates taxes duties assessments charges imposition: and outgoings whatsoever (whether imposed by statute or otherwise and whether of a national or local character and whether of the nature of capital or revenue and even though of a wholly novel character) which are now or may at any time hereafter be payable in respect of the demised premises or any part thereof or by the owner or occupier thereof and in the event of any such rates taxes duties assessments charges impositions or outgoings being payable in respect of any property of which the demised premises form part without apportionment to pay the proper proportion thereof attributable to the demised premises (such proportion to be determined by the Lessor or their Surveyors for the time being)

2.(4) That in relation to all sums payable by the Lessee under any of the provisions of this Lease whether rent or the Contribution (including the advance payment) or otherwise howsoever and whether to the Lessor or to any other person in addition to the amount of such sums to pay thereon to the Lessor or other person as the case may be the amount (without any deductions whatsoever) chargeable to or payable in respect of any Value Added Tax under Part I of the Finance Act 1972 or any re-enactment or modification thereof or in respect of any tax or payment of a nature similar to Value Added Tax

2.(5)(a) To keep the demised premises and everything in respect of which the Lessee has a right to exclusive use and additions thereto (but excluding any portion thereof which the Lessor covenants to repair in Clause 4.(4) hereof and the HIU) with all necessary reparations cleansings amendments replacements and renewals whatsoever well and substantially repaired cleansed maintained and renewed damage by any risk against which the Lessor shall have insured nevertheless excepted (save where the insurance monies shall be irrecoverable by reason of any act or default of the Lessee his family servants or agents) and to replace from time to time all the Lessor's fixtures fittings sanitary apparatus and appurtenances in the demised premises which may be or become beyond repair at any time during or at the expiration or sooner determination of the term

2.(5)(b) Without prejudice to the generality of the foregoing (and excluding the HIU) thoroughly to clean as occasion requires all cisterns and to keep all taps baths wash

basins water closets sinks domestic water heaters radiators valves and waste and other internal conduits in and exclusively serving the demised premises clean and open and in good order and repair and to keep in good order and repair all conduits fittings and apparatus within and exclusively serving the demised premises and used in connection with the services of water gas or electricity in the demised premises and to make good all damage occasioned to the demised premises or to any other part of the Building by any breach of this obligation or through improper use by or the negligence of the Lessee or servants or agents of the Lessee or any person for the time being in or using the demised premises in connection with any of the things aforementioned or through the stopping up bursting overflowing or leakage of any of the said taps baths wash basins water closets sinks domestic water heaters radiators valves conduits or apparatus due to the negligence of the Lessee or any such person as aforesaid and to carry out any works required to the conduits fittings and apparatus of any kind whatsoever in compliance with any notice served by the statutory water suppliers or the local sanitary or competent authority and to carry out any repairs to or to pay to the Lessor on demand the cost of any repairs to the same necessitated by any misuse or wilful damage by the Lessee his servants or licensees

2.(6) Once in every seventh year of the term and in any event in the last quarter of the last year of the term (howsoever determined) to paint in a proper and workmanlike manner in a style appropriate to premises of a like character all the inside wood and ironwork usually painted of the demised premises with two coats of good quality paint and so that such internal painting in the last year of the term shall be of a tint or colour to be approved by the Lessor and also with .every such internal painting to whiten colour wash distemper grain varnish paper and otherwise decorate in a proper and workmanlike manner in a style appropriate to premises of a like character all such internal parts of the demised premises as have been or ought properly to be so treated and so that in the last year of the term (howsoever determined) the tints colours and patterns of all such works of internal decoration shall be approved by the Lessor

2.(7)(a) To permit the Lessor and its duly authorised Surveyors or agents with or without workmen and others at all reasonable times (and at any time in case of emergency) to enter into and upon the demised premises or any part thereof for the purpose of the reservations or covenants herein mentioned and of viewing and examining the state and condition of the demised premises

2.(7)(b) To make good all defects decays and wants of repair of which notice in writing shall be given by the Lessor or its Solicitors to the Lessee and for which the Lessee may be liable hereunder within one month after the giving of such notice (or sooner where possible in case of emergency) and if the Lessee shall at any time make default in the performance of any covenants contained in sub-clauses (5) and (6) of this Clause it shall be lawful but not obligatory for the Lessor at all reasonable times during the term with or without workmen and others to enter upon the demised premises and carry out all works necessary to make good any defects decays and wants of repair at the expense of the Lessee in accordance with the covenants and conditions herein

contained and the cost thereof shall be payable by the Lessee to the Lessor on demand and be recoverable as rent in arrear

2.(8) To permit the Lessor and its duly authorised Surveyors or agents with or without workmen and others at all reasonable times upon giving forty eight hours notice in writing (and in case of emergency without notice).to enter into and upon the demised premises or any part thereof

2.(8)(i) for the purpose of inspecting or repairing any part of the Building or of any of the adjoining or neighbouring buildings or any other property or building subjacent or superjacent to the Building or to any part thereof

2.(8)(ii) for the purpose of inspecting making repairing altering amending maintaining rebuilding cleansing lighting and keeping in good order and condition all sewers drains channels pipes cables watercourses gutters wires party structures and other conveniences or media belonging to or serving or used for the Building or any such other adjoining or neighbouring buildings or other property or building subjacent or superjacent to the Building or any part thereof (without prejudice however to the obligations of the Lessee hereunder with regard thereto)

2.(8)(iii) for the purpose of inspecting laying down maintaining repairing testing disconnecting stopping up removing or renewing drainage gas and water pipes and electric wires and cables and for any similar purposes PROVIDED THAT the Lessor shall with all reasonable speed make good all damage to the demised premises or to the fixtures fittings sanitary apparatus appurtenances goods or effects installed therein or affixed thereto caused by the carrying out of any work in this sub-clause mentioned or otherwise referred to

2.(9) Not without the consent in writing of the Lessor to carry out or permit to be carried out any addition or alteration to the demised premises or any part thereof and not to alter or cut any of the principal walls or timbers thereof nor to erect or build any additional or substituted building whatsoever upon the demised premises or any part thereof nor with the exception of those required for the service of the occupiers of the demised premises to carry over or under the demised premises or to affix thereon thereto or therein any telephone or other wires nor to carry out or permit to be carried out any alterations or additions to the heating system the hot water system the general plumbing systems and/or any conduits connected thereto or the Works nor to remove any of the Lessor's fixtures and fittings without the previous consent in writing of the Lessor for the avoidance of doubt the Lessee shall not carry out any works of repair alteration or addition to the HIU whatsoever

2.(10) Not to exhibit or affix or permit to be exhibited or affixed on the outside or in the windows of the demised premises any bills placards advertisements flags banners or similar devices of any kind

2.(11) Not (except with the written consent of the Lessor and under its supervision and to its satisfaction) to erect upon or affix to the demised premises or any part thereof

any machinery or mechanical or scientific apparatus except normal domestic appliances properly fitted with an approved suppressor against electrical interference to other apparatus and to pay to the Lessor on demand and indemnify the Lessor against all reasonable surveyors' fees and other charges and expenses which the Lessor may incur in connection with any matter or thing under this sub-clause

2.(12) Without prejudice to the provisions of sub-clause (9) of this Clause not except in case of emergency to carry out any works or alterations of any description in the demised premises between the hours of 7 p.m. and 8 a.m. or between the hours of 12 noon on Saturday and 8 a.m. on Monday

2.(13) To execute all such works as are or may under or in pursuance of any Act or Acts of Parliament already or hereafter to be passed or any other regulations be directed or required by any local public or other competent authority to be executed at any time during the term upon or in respect of the demised premises whether by the Lessor or the Lessee and to keep the Lessor indemnified against all claims demands and liabilities arising therefrom

2.(14) To pay to the Lessor on demand all costs charges and expenses (including legal costs and surveyors' fees) which may be incurred by the Lessor

2.(14)(a) under or in contemplation of any proceedings in respect of the demised premises under Sections 146 or 147 of the Law of Property Act 1925 whether by the Lessor or in the preparation or service of any notice thereunder respectively and arising out of any default on the part of the Lessee notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court or incidental to the inspection of the demised premises and the drawing up of any schedules of dilapidations

2.(14)(b) in respect of the service of all notices and schedules relating to wants of repair to the demised premises whether the same be served during or after the expiration or sooner determination of the term

2.(14)(c) in respect of any request or application for consent pursuant to the provisions of this Lease

2.(15) Not to use the demised premises or any part thereof nor allow the same to be used for any illegal or immoral purpose nor to hold therein any sale by auction

2.(16) To use and occupy the demised premises solely and exclusively as a self-contained residential flat in the occupation of one family only and not to use the demised premises or permit the same to be used in such a manner as to be injurious to health whether by overcrowding or otherwise and not to permit the demised premises at any time to be inhabited by a greater number of persons over sixteen years of age than is represented by one for each room (excluding bathrooms and kitchen) in the demised premises

2.(17) Not to do or permit to be done upon or in connection with the demised premises or the Building anything which shall be or tend to be a nuisance annoyance or cause of damage to the Lessor or tenants of other flats in the Building or any of them or to any neighbouring adjoining or adjacent property or the owner or occupiers thereof

2.(18) To keep the floors of the demised-premises including the passages thereof substantially covered with carpets except that in the kitchen and bathroom a covering made of cork or rubber or other suitable material for avoiding the transmission of noise and which should extend over the whole floor may be used instead of carpets

2.(19)(a) Not at any time to assign transfer sublet deal or part with possession of part only of the demised premises or permit or suffer the same to be done

2.(19)(b) Not at any time to sublet or part with possession of the whole of the demised premises for a period of less than three months or permit or suffer the same to be done

2.(19)(c) Not at any time to assign transfer sublet deal or part with possession of the whole of the demised premises or permit or suffer the same to be done without the previous consent in writing of the Lessor such consent not to be unreasonably withheld except that the mortgagee of the Lessee may not when selling as mortgagee under a power of sale assign the whole all the demise premises without such consent as aforesaid and the Lessee may mortgage or charge his interest in the demised premises without such consent as aforesaid

2.(19)(d) To cause to be inserted in every underlease {(whether immediate or intermediate) a covenant by the underLessee with the Lessor and with the Lessee to observe and perform all the covenants and conditions of this Lease (except the covenants for the payment of rent or service charge) with a condition permitting re-entry in case of any breach of any of the said covenants all conditions (except as aforesaid)

2.(19)(e) Upon any assignment or transfer of the demise premises to cause the assignee or transferee to enter into a direct covenant with the Lessor to observe and perform the covenants and conditions hereof and to cause every underlease to contain a similar provision

2.(19)(f) Upon the assignment transfer or under letting to a corporate body or a person not resident in the united kingdom to cause the assignee transferee or underLessee to provide a guarantee for the performance by the Lessee of all the covenants and conditions herein contained from an individual (resident in the United Kingdom) who shall be first approved by the Lessor whose approval shall not [to] be unreasonably withheld

2.(19)(g) Not at any time to assign or transfer the whole of the demise premises unless contemporaneously with such assignment or transfer the Lessee also transfers to the assignee or transferee the share held by the Lessee in RIVERMEAD COURT LIMITED

2.(20) To produce for the purpose of registration to the Lessor within ten days after the document or instrument in question shall have been executed or shall operate to take effect or purport to operate or take effect a certified copy of every assignment transfer mortgage or legal charge of the demised premises and also every underlease and a certified copy of every assignment of every such underlease of the demised premises and also every Probate Letters of Administration Court Order or other instrument affecting or evidencing devolution of title as regards the term or as regards any such underlease as aforesaid and for such registration pay to the Lessor's Solicitors a fee of seven pounds in respect of each such document or instrument so produced

2.(21) Upon receipt of any notice order direction proposal or other thing from any competent authority affecting or likely to affect the demised premises or any part thereof whether the same shall be served directly on the Lessee or the original or a copy thereof be received from any underLessee or other person whatsoever forthwith so far as such notice order direction proposal or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions thereof require him so to do to comply therewith at his own expense and forthwith deliver to the Lessor a true copy of such notice order direction proposal or other thing and if so required by the Lessor join with the Lessor in making such representations to that or any other appropriate authority concerning any requirement or proposal affecting the demised premises or any part thereof or the Building as the Lessor may consider desirable and join with the Lessor in any such appeal or application to the Court against such notice order direction proposal or other thing as the Lessor may consider desirable

2.(22) To notify the Lessor as quickly as possible in the event of any relevant defect (as defined by Section 4.(3) of the Defective Premises Act 1972) coming to his attention whether in the demised premises or any other part of the Building and to use his best endeavours to ensure that his visitors are given adequate warning of any such relevant defect

2.(23)(a) Not to do or permit or suffer to be done any act matter or thing on or in respect of the demised premises which contravenes the provisions of the Town and Country Planning Acts 1971-77 or any statutory modification or re-enactment thereof and keep the Lessor indemnified against all claims demands and liabilities in respect thereof

2.(23)(b) To comply in all respects at the Lessee's own cost with the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any authority or the appropriate Minister or Court so far as the same affect the demised premises (whether the same are to be complied with by the Lessee or the occupier) and forthwith to give notice in writing to the Lessor of the giving of such order direction or requirement as aforesaid and to keep the Lessor indemnified against all claims demands and liabilities arising therefrom

2.(24) To indemnify the Lessor against all the costs and expenses which the Lessor may be required to bear pay or contribute towards the expenses of the local planning

authority incurred pursuant to the Town and Country Planning Acts 1971-77 or any statutory modification or re-enactment thereof in enforcing and carrying into effect planning control relating to the demised premises and to indemnify the Lessor against any sum or sums which by virtue of any statutory provisions for the time being in force may be or become payable in connection with or as a result of any operation upon or use of the demised premises during the term

2.(25) On the expiration or sooner determination of the term peaceably to yield up to the Lessor the demised premises in a good and substantial state of repair and condition in accordance with the Lessee's covenants herein together with all additions and improvements thereto and all the Lessor's fixtures and fittings of every kind now in or upon the demised premises and in case any such easement shall be made 'or attempted to be made will forthwith upon first becoming premises or which during the term may be installed in or affixed or fastened to or upon the same all of which shall at the expiration or determination of the term he left complete with all parts and appurtenances thereof and in proper working order and condition PROVIDED ALWAYS that the foregoing covenant shall not apply to any articles held by the Lessee on hire or to any Lessee's fittings PROVIDED FURTHER that the Lessee may from time to time (but only with the previous written consent of the Lessor and subject to any conditions thereby imposed) substitute for any of the Lessor's fixtures and fittings other fixtures and fittings of at least as good a kind and quality as and not less suitable in character nor of less value than those for which they are respectively to be substituted and in any such case the covenant hereinbefore contained shall attach and apply to the things so substituted

2.(26) For a period of six months immediately preceding the determination of the term to permit an inspection at any reasonable time in the day by any person wishing to inspect the demised premises and so authorised by the Lessor upon an appointment being made for that purpose

2.(27) Forthwith to make good all damage caused through the act or default of the Lessee or of any servant or agent or visitor of the Lessee

2.(27)(a) to any part of the Building to the appurtenances or the fixtures and fittings thereof and

2.(27)(b) to any other occupier or tenant of the Building and their licensees and in each case to keep the Lessor indemnified against all claims expenses and demands in respect thereof

2.(28)(a) To repay to the Lessor all costs charges and expenses incurred by the Lessor in repairing renewing and reinstating any part of the Building not hereby demised or any conduits laid in connection with the Building so far-as such repair renewal or reinstatement shall have been necessitated or contributed to by any act negligence or default of the Lessee

2.(28)(b) From time to time to pay all costs charges and expenses incurred by the Lessor in abating a nuisance in the demised premises and executing all such works as may be necessary for abating a nuisance in connection therewith in obedience to any notice served by a Local Authority

2.(29) Not to stop up or darken or obstruct any windows or lights belonging to the Building nor knowingly permit any new easement to be made or acquired into against or upon the demised premises and in case or such easement shall be made aware thereof give notice in writing to the Lessor and will at its request and cost adopt such means as may be reasonably required and deemed proper for preventing such encroachment or the acquisition of any such easement

2.(30) Not to do or permit or suffer to be done any act matter or thing in or upon the demised premises which may render any increased or extra premium to be payable for the insurance of the Building or which may make void or voidable any policy for such insurance and not to keep or permit to be kept any petrol or other inflammable substances in or about the demised premises and to indemnify the Lessor against any increased or additional premium which by reason of any such act or default of the Lessee may be required for effecting or keeping up any such insurance and in the event of the demised premises or the Building or any part thereof being damaged or destroyed by any of the risks against which the Lessor insures at any time during the term and the insurance money being wholly or partially irrecoverable by reason solely or in part of any act or default of the Lessee then in every such case the Lessee will forthwith pay to the Lessor the whole or (as the case may require) a fair proportion of the cost or the balance of the cost of rebuilding and reinstating the same any dispute as to the proportion to be so contributed by the Lessee or otherwise in respect of or arising out of this provision to be referred to arbitration in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof

2.(31) Not to cause or permit any wastage of water in the demised premises

2.(32) To observe and perform the Restrictions and Regulations set out in the Fourth Schedule or any additions thereto or substitutions thereof made in accordance with the provisions of clause 3.(5) hereof

3. PROVIDED ALWAYS AND IT IS HEREBY AGREED that:-

3.(1) These presents are upon the express condition that if the rent or any part thereof shall be unpaid for Twenty one days after any of the days hereinbefore appointed for payment thereof whether the same shall have been legally demanded or not or if the Lessee shall not duly perform or observe all the covenants and provisions on the part of the Lessee hereby to be performed or observed then and in any of the said cases and thenceforth it shall be lawful for the Lessor or any person or persons duly authorised by the Lessor in that behalf to re-enter upon the demised premises or any part thereof in the name of the whole and to repossess and enjoy the same as if these

presents had not been made without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee herein contained

3.(2) Except in so far as any such liability may be covered by insurance effected by the Lessor pursuant to the provisions of clause 4.(7) hereof the Lessor its servants caretakers other employees or contractors or any of them shall not be liable to the Lessee or his family licensees servants or others or any of them whether as bailee or otherwise in tort or otherwise howsoever for

3.(2)(a) any loss injury accident damage expense or inconvenience which may at any time during the term be incurred suffered done or occasioned by or to any of them or to the demised premises or any chattels effects and personal goods of or belonging to any of them by reason or arising out of any act omission negligence or default of any other Lessees in or occupiers of the Building or any part thereof or of the Lessor its agents servants caretakers employees or contractors or any of them or by reason of the defective working stoppage or breakage or breakdown of any fixtures conduits staircases heating and hot water systems pipes wires telephone cables or machinery or the lighting in or apparatus of the Building or any part thereof or by any interruption of any of the services referred to in Clause 4 hereof but reasonable care will be taken to avoid such defective working stoppage breakage breakdown or interruption and in the engagement of servants caretakers other employees or contractors of the Lessor

3.(2)(b) any loss or damage or interference or annoyance suffered by the Lessee during the carrying out by the Lessor of repairs decorations additions alterations or other works which may appear to the Lessor to be necessary or desirable to the demised premises or the Building provided the same are carried out with proper skill and care

3.(3) If any sums payable by the Lessee to the Lessor under these presents shall not be paid to the Lessor within Twenty one days after becoming due the same shall be payable with interest thereon at the rate per annum of four per centum above the Bank of England minimum lending rate for the time being in force calculated on a day to day basis from the date of the same being due down to the date of payment and the aggregate amount for the time being so payable shall at the option of the Lessor be recoverable by action or as rent in arrear

3.(4) 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 Lessor is liable to insure under the Lessor's covenants so as to render the same unfit for occupation or use then and in every such-case (except as hereinafter provided) the 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 portion thereof shall not have been restored to a condition fit for occupation and use but so that this provision shall not apply as regards any

damage against which the Lessor shall have effected any such policy of insurance as is mentioned in the Lessor's covenants if payment of the money assured by any such policy or of any part thereof shall be refused in consequence of any agents and any dispute or difference between the Lessor and a single arbitrator in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof

3.(5) The Lessor may at any time or times during the term in the interest of good estate management impose such regulations of general application regarding the Building or the flats therein and the curtilage of the Building including the gardens and grounds thereof as it may reasonably think fit (but so that any such regulations shall not conflict with the terms of this Lease) and the Lessor shall have power to waive revoke amend or add to the Restrictions and Regulations set out in the Fourth Schedule hereto or any additions thereto or substitutions thereof if it shall reasonably consider it desirable to do so

3.(6) Save as herein otherwise expressly provided nothing herein contained shall operate by implication to impose any restrictions on the manner in which the Lessor may deal with the whole or any part of the Building or any part or parts thereof for the time being remaining vested in the Lessor nor shall anything confer on the Lessee any liberty privilege easement right or advantage whatsoever mentioned or referred to in Section 62 of the Law of Property Act 1925 save those expressly set out in the First Schedule

3.(7) If and whenever there shall arise between the parties hereto or their respective representatives or successors in title or any of them any matter dispute difference or question touching or concerning these presents or the construction meaning operation or effect thereof or of any Clause herein contained or as to the rights duties or liabilities of the parties hereto or their respective representatives or successors in title or any of them under or by virtue of these presents or otherwise or touching the subject matter of these presents or arising out of or in relation thereto which pursuant to any provision of any Acts of Parliament or of any statutory order or regulation for the time being in force or otherwise would but for this present proviso fall to be determined by any tribunal person or authority other than the High Court of Justice or the County Court such matter dispute difference or question shall be referred to the decision of a single arbitrator to be appointed by the parties and if the parties are unable to agree upon such arbitrator to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors and in any of such cases such reference to arbitration shall be deemed to be a submission to arbitration within the Arbitration Act 1950 or any statutory modification or re-enactment thereof the provisions Whereof shall apply as far as applicable and such reference shall be in lieu of and in substitution for the method which but for this proviso would be appropriate for the determination of such matter dispute difference or question

3.(8) That any dispute difference or complaint that may arise between the Lessee and the tenants or occupiers in respect of the use or occupation of the demised premises

or the Building shall be referred to the Agents for the time being of the Lessor for decision

4. THE Lessor hereby covenants with the Lessee as follows:-

4.(1) That the Lessee paying the rent hereby reserved and performing and observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the demised premises during the term without any interruption by the Lessor or any person rightfully claiming under or in trust for it

4.(2) That the Lessor will (as to any flat or flats in the Building which shall be in the possession of the Lessor or which may come into its possession by the determination of the lease of any flat or flats) at all times during the term observe and perform the Restrictions and Regulations set out in the Fourth Schedule and covenants in similar terms to those contained in Clause 2 hereof and will pay an appropriate proportion of the recoverable expenses and the heating expense (as hereinbefore defined) and that the Lessor will require every person or persons to whom the Lessor shall hereafter grant a lease or tenancy agreement of any flat or flats in the Building to observe and perform the Restrictions and Regulations set out in the Fourth Schedule and will duly obtain in any such lease or tenancy agreement the execution by the tenant of covenants in like terms to those contained in Clause 2 of this Lease

4.(3)(a) To apply the Contribution in discharge of the recoverable expenses and the heating expense

4.(3)(b) To bear the Lessor's expenses

4.(4) To maintain repair redecorate renew amend clean repaint paint grain varnish whiten and colour

4.(4)(a) the structure of the Building and in particular the roofs foundations external and internal walls window frames (excluding the internal surfaces thereof) and timbers (including the timbers joists and beams of the floors and ceilings thereof) chimney stacks gutters and rainwater and soil pipes (but in any case excluding the demised premises) Provided that if the Lessor carries out any work to the load bearing walls within the demised premises it will make good all damage thereby occasioned to the plastered coverings plasterwork tiles and all other materials'

4.(4)(b) the sewers drains channels watercourses gas and water pipes electric cables and wires and supply lines in under or upon the Building other than those installed in or affixed to and exclusively serving the demised premises

4.(4)(c) the boilers and heating and hot water apparatus and the ventilation system (if any) including the New Pipework System and the Old Pipework System in the Building save and except such (if any) heating apparatus as may be now or hereafter installed in the demised premises serving exclusively the demised premises SAVE THAT following the Disconnection Date the Lessor shall be under an obligation to keep the

Old Pipework System to the extent that it has not been removed in a safe state of repair but not insofar as necessary for the provision of services and shall not otherwise be under an obligation to retain repair maintain overhaul or replace the Old Pipework System and the Lessor shall be obliged to inspect maintain overhaul repair and where necessary replace the New Pipework System

4.(4)(d) the lifts lift shafts and machinery and the passages- landings and staircases and all other parts of the Building enjoyed or used by the Lessee in common with others

4.(4)(e) the boundary walls and fences of and in the curtilage of the Building and will keep the garden cultivated and in good order

4.(5) So far as practicable but subject always as provided in Clause 3.(2)(a) hereof

4.(5)(a) to keep clean and reasonably lighted and heated the passages landings staircases and other parts of the Building enjoyed or used by the Lessee in common with others and

4.(5)(b) to tend keep clean and tidy and generally to maintain the ~ forecourts roadways and pathways used in connection with the Building or adjoining or adjacent thereto being the property of the Lessor

4.(6) If the demised premises are connected to the heating and domestic hot water systems serving the Building then throughout the term (subject always as provided in Clause 3.(2)(a) hereof) to supply at such times as the Lessor shall reasonably decide constant hot water therefrom to the demised premises for domestic purposes and also at such times as the Lessor shall reasonably decide in each year to supply hot water at a reasonable temperature for heating the radiators in the demised premises and following the completion of the Works by the Lessee and the Commissioning Date to supply heat energy to allow the provision of heating and hot water to the demised premises by means of an HIU PROVIDED THAT if the Lessee has completed the Works and the New Pipework System is in service the Lessor shall only be obliged to provide heat energy and cold water to the demised premises

4.(7)(a) To insure and keep insured the Building and Lessor's fixtures and fittings therein against loss or damage by fire and such other usual risks as are covered by a comprehensive policy in some insurance office of repute in such amount as in the opinion of the Lessor shall represent the full rebuilding or replacement value thereof and in case of destruction of or damage to the Building or any part thereof to lay out all monies received by the Lessor in respect of such insurance (other than for loss of rent and architects' surveyors' and other professional fees) in rebuilding and reinstating the same as soon as reasonably practicable and if required to supply a copy of the policy or policies of such insurance to the Lessee (the Lessee paying for any such copy so supplied a reasonable fee) and of the current premium receipt for the policy or policies of such insurance

4.(7)(b) To effect in relation to the Building or the curtilage thereof insurance against liability of the Lessor to third parties and against such other risks and in such amount as the Lessor shall think fit

4.(8) To take all reasonable steps to enforce the observance and performance by the tenants of other flats in the Building of the covenants and conditions in the leases of the other flats which fall to be observed and performed by the tenants AND (without prejudice to the generality of the foregoing) if so required by the Lessee to enforce like covenants to those contained in Clause 2 hereof as are entered into by the tenants of the other flats in the Building PROVIDED THAT the Lessee will if so required indemnify the Lessor against all costs and expenses in respect of such enforcement and shall provide such security in respect of casts as the Lessor may reasonably require

4A. The parties hereto mutually covenant with one another and as a separate covenant with other flat owners in the Building to comply with and observe the covenants as set out in the Sixth Schedule

5. IN these presents wherever the context admits

5.(i) the expression "the Lessor" shall include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term

5.(ii) words importing the masculine gender shall include the feminine gender

5.(iii) words importing the singular number shall include the plural number

5.(iv) the expression "the Lessee" shall include his successors in title

5.(v) where two or more persons are included in the expression "the Lessee" the Lessee's covenants herein shall be deemed to be made by such persons jointly and severally

6. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than rent) exceeds the sum specified for the purpose of this clause in Part 6 of the Fifth Schedule

IN WITNESS whereof the Lessor has caused its Common Seal to be hereunto affixed and the Lessee has hereunto set his hand and seal the day and year first before written

THE FIRST SCHEDULE

Easements Rights and Privileges

1. Full right and liberty for the Lessee and all persons authorised by him (in common with the Lessor and all other persons entitled to the like or a greater right) at all times by day or by night to go pass and repass on foot only over and along the entrance of the Building and the common passages " landings and staircases thereof and to use the gardens and grounds within the curtilage of the Building for the purpose of recreation (but not for the purpose of playing games or for any other purpose) and to use the passenger lifts therein and the forecourts roadways and pathways in the curtilage thereof (provided nevertheless that the Lessee shall not authorise the use of the said passenger lifts for the carrying of builders materials or other goods for which they were not designed and shall not cause or permit the obstruction of any common parts of the Building by furniture or otherwise) and to go pass and repass with or without vehicles over and along the roadways within the curtilage of the Building and to park cars on the said roadways (but not so as to cause any obstruction or inconvenience)
2. The free and uninterrupted passage and running of water soil gas and electricity and heat energy from and to the demised premises through the sewers drains channels watercourses cables pipes wires or other media which now are or may at any time during the term be in under or passing through the Building or any property or part thereof subjacent or superjacent to the Building or any part thereof
3. The rights of support and protection and other easements and quasi easements rights and benefits of a similar nature for the benefit of the demised premises as the same are now enjoyed from the other flats in the Building and all other parts of the Building and all other property or part thereof subjacent or superjacent to the Building or any part thereof and any adjoining or neighbouring building
4. The right with or without workmen servants or agents or others upon giving forty eight hours previous notice in writing (and in case of emergency without notice) at all reasonable times to enter upon all other parts of the Building and all other flats comprised therein as may be necessary for the purpose of carrying out repairs or maintenance to the demised premises PROVIDED THAT the Lessee shall make good forthwith all damage occasioned thereby
5. The right (in common with all other persons entitled to the like right) to use any part of the Building or its curtilage to be designated by the Lessor for keeping refuse

6. The right (in common with all others entitled to the like right) to connect any radio television or similar receiving set in the demised premises to any aerials in the Building for the time being provided for that purpose by or on behalf of the Lessor Provided that the Lessor shall not be obliged to provide any such aerial

THE SECOND SCHEDULE

Exceptions and Reservations

There are excepted and reserved out of this demise to the Lessor and the owners and tenants of the other flats comprised in the Building:-

1. Easements rights and privileges over along through and in respect of the demised premises equivalent to those set forth in paragraphs 2 3 and 4 of the First Schedule and other easements and quasi-easements rights and benefits of a similar nature for the benefit of other flats in the Building and all other parts of the Building or any property or part thereof subjacent or superjacent to the Building or any part thereof as are now enjoyed from the demised premises
2. The right for the Lessor and its Surveyors or Agents with or without workmen and others at all reasonable times on notice (or in case of emergency without notice) to enter the demised premises for the purpose of carrying out the obligations under Clause 4 of this Lease
3. The right to erect and maintain such wireless and television aerials on the Building as the Lessor may deem appropriate for the use of the tenants and occupiers of the Building and to run wires connecting such aerial or aerials to the receiving sets in the demised premises via any conduits provided
4. Full right and liberty at any time hereafter to stop up and divert or otherwise affect or alter any rights of way or other easements or privileges whether now in existence or which the Lessee may at any time during the term be using or enjoying (other than by virtue of these presents or of any grant or licence in writing from the Lessor) over any adjoining land including the curtilage of the Building as appurtenant incident or belonging to the demised premises

THE THIRD SCHEDULE

Expenses Outgoings and other Heads of Expenditure

PART 1

1. The expense of maintaining repairing redecorating renewing amending cleaning repointing painting graining varnishing whitening or colouring the Building or any part thereof and all appurtenances apparatus and other things thereto belonging in accordance with the provisions of Clause 4.(4) hereof
2. A proportion of the cost of periodically inspecting maintaining overhauling repairing and where necessary replacing the whole of the heating and domestic hot water and ventilation systems serving the Building including both the Old Pipework System and the New Pipework System and of the cost of the oil electricity or other fuel required for the operation of such systems such proportion to be that which the Lessor shall in its absolute discretion decide is attributable to the common parts of the Building and to any flats or accommodation in the Building used or occupied by the staff or employees of the Lessor and to any other part of the Building which does not fall within the head of expenditure set out in Part 2 of this Third Schedule
3. The cost of periodically inspecting maintaining overhauling repairing and where necessary replacing the lifts lift shafts and machinery therein and all other machinery and equipment in the Building and the cost of the electricity or other fuel required for the operation of the same
4. The cost of insuring and keeping insured throughout the term the Building and Lessor's fixtures and fittings therein against the insurable risks referred to in Clause 4.(7) hereof and also against third party risks and such further or other risks (if any) as the Lessor shall determine including architects' and surveyors' fees
5.
 - a. The cost of maintaining and providing accommodation and staff quarters in the Building for a caretaker or caretakers or porter or porters or other employee (including the provision of uniforms and boiler suits and including also but without prejudice to the generality of the foregoing the amount of the rent forgone in respect of the accommodation provided and all rates taxes assessments and other outgoings thereto relating)
 - b. the cost of employing a caretaker or caretakers a porter or porters or other staff including the wages of all such staff and National Insurance contributions and providing for gratuities bonuses pensions annuities redundancy payments and any other payments of a similar nature to the staff employed from time to time at the Building

6. The cost of cleaning decorating lighting and the provision of floor covering for the passages landings staircases and other parts of the Building enjoyed or used by the Lessee in common with others and of keeping the other parts of the Building used by the Lessee in common as aforesaid and not otherwise specifically referred to in this Schedule in good repair and condition including keeping the garden and garden grounds used in connection with the Building cultivated and in good order
7. All other charges assessments and outgoings (if any) payable by the Lessor in respect of the Building (other than Income and/or Corporation Tax)
8. The proper fees of the Lessor's Agents for the collection of rents of the flats in the Building and for the general management of the Building but not including fees charges expenses or commissions on or in connection with the letting or sales of any other flats in the Building
9. All fees and costs incurred in respect of the Certificate and of accounts kept and audits made for the purpose thereof
10. The amount which the Lessor shall be liable to pay as a contribution towards the expense of making repairing maintaining rebuilding and cleansing all ways roads pavements sewers drains pipes watercourses party and other walls party structures party fences or other conveniences which may belong to or be used for the Building in common with other property near or adjoining thereto
11. The cost of maintaining repairing and renewing the television and radio serials (if any) installed on the Building and any future installations used or capable of being used by the Lessee in common as aforesaid
12. The upkeep of any forecourts roadways and pathways used in connection with the Building or adjoining or adjacent thereto
13. The cost of removing and disposing of any refuse from the Building including the cost of any containers or receptacles provided by the Lessor for that purpose
14. The cost of taking all steps deemed desirable or expedient by the Lessor for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Building for which the Lessee is not directly liable hereunder
15. The cost of complying with the obligations of the Lessor under Clause 4.(8) hereof

16. The cost of doing all such other acts matters and things as shall be necessary or advisable for the proper maintenance and administration or inspection of the Building (including without prejudice to the generality of the foregoing the appointment and remuneration of managing or other agents solicitors surveyors auditors and accountants)
17. Any other expenditure (including Bank or other interest) incurred by the Lessor in respect of or incidental to the performance and exercise by the Lessor of the obligations and powers imposed or conferred upon the Lessor under the provisions of this Lease

PART 2

A proportion of the cost of periodically inspecting maintaining overhauling repairing and where necessary replacing the whole of the heating and domestic hot water and ventilation systems serving the Building including both the Old Pipework System and the New Pipework System and of the cost of the oil electricity and other fuel required for the operation of such systems such proportion to be that which the Lessor shall in its absolute discretion decide is attributable to all the flats in the Building excepting those flats used or occupied by the staff or employees of the Lessor

THE FOURTH SCHEDULE

Restrictions and Regulations

1. The Lessee shall not use nor authorise the use of any lift for carrying goods or articles of a greater weight or for carrying any greater number of persons than that for which the lift is authorised
2. The Lessee shall keep all windows of the demised premises properly cleaned
3. The Lessee shall not place leave or cause to be placed or left any furniture cycle perambulator toy box parcel bottle or other thing nor (except in containers provided by and in compliance with the arrangements made by the Lessor for the removal of refuse or rubbish from the demised premises) any refuse or rubbish in any entrance landing passage staircases lift or other common part of the Building nor shall the Lessee throw or allow to be thrown anything whatsoever out of any window of the demised premises and no coal or other fuel shall be delivered to the demised premises except by an employee-or agent of the Lessor
4. No car van or other vehicle shall be parked in any forecourt or pathway adjoining or near to the Building (save only in relation to the public highway to such extent and subject to such conditions as may be permitted by law) except as provided in this Lease
5. The Lessee shall comply with and be bound by any special regulations made by the Lessor relating to the use of any baggage or cycle room or store which the Lessor may in its absolute discretion make available in the Building for use by the tenants thereof such regulations to be published by notice affixed therein or handed to the Lessee or his agent Anything left therein shall be at the Lessee's entire risk Any such use by the Lessee shall be a matter of collateral arrangement between the parties and shall not be enjoyed as of right other than that conferred by any such arrangement
6. The Lessee shall not make or cause or permit to be made any noise in the demised premises by any piano gramophone radio or television set or other mechanical or musical instrument vacuum cleaner singing or otherwise between the hours of 11p.m. and 8 a.m. or at any time in such a manner as to cause annoyance or disturbance to any other Lessee or occupier of any flat in the Building
7. No rags dirt rubbish refuse or other substance shall be inserted placed or left in the sinks baths lavatories cisterns or any pipe in the demised premises nor shall any obstruction or blockage be caused therein in any other manner whatsoever
8. Adequate precautions shall be taken by the Lessee to protect all pipes against freezing of water therein

9. No animal bird or reptile shall be kept in the demised premises without the consent in writing of the Lessor which may be revoked at any time.
10. The Lessee shall not allow any person or child to loiter or play in or about any entrance landing passage staircases lift club room or any other common part of the Building
11. No clothes flower box pot aerial or other apparatus for any radio television or similar receiving set or other article shall be hung placed or exposed outside the demised premises and no mat or other article shall be shaken out of any window or door thereof
12. All entrance doors of the demised premises and of the Building shall be kept closed except when in use
13. Any garden or garden ground which the Lessee is permitted to use shall not be used otherwise than in accordance with any regulations for the time being governing its user

THE FIFTH SCHEDULE

Part 1

(The Lessee)

[NAME & ADDRESS]

Part 2

(Premium)

£XX,XXX

Part 3

(The Flat)

Number XX

Part 4

(The percentage)

0.XX%

Part 5

(The Initial Advance Payment)

£X,XXX

Part 6

(Sum for the Certificate of Value)

£XX,XXX

THE SIXTH SCHEDULE

The Heating Provisions

1. The parties hereto mutually covenant with one another and as a separate covenant for the benefit of other flat owners in the Building as follows;

1.1 the Lessee shall carry out the Works prior to the Disconnection Date

1.2 the Lessor shall at the request of the Lessee in sufficient time to allow the satisfactory completion of the Works install an HIU to the demised premises

1.3 if the Commissioning Date has passed the Lessee shall connect to the New Pipework System and disconnect from the Old Pipework System as part of the Works

1.4 During the Transitional Period the Lessor shall comply with its covenant at clause 4 of this lease in respect of both the New Pipework System and the Old Pipework System and following the Disconnection Date the Lessor shall be under an obligation to keep the Old Pipework System to the extent that it has not been removed in a safe state of repair but not insofar as necessary for the provision of services and shall not otherwise be under an obligation to retain repair maintain overhaul or replace the Old Pipework System and the Lessor shall be obliged to inspect maintain overhaul repair and where necessary replace the New Pipework System

SIGNED SEALED and DELIVERED