**Dated 2022**

1. **BBS (BRICK & STONE) LIMITED**

**and**

1. **WELLINGTON MEWS (MATLOCK) MANAGEMENT COMPANY LIMITED**

**and**

1.

**LEASE**

Relating to Flat 8 Wellington Mews Wellington Street Matlock DE4 3LG



Trafalgar House

Nelson Street

Southend on Sea

Essex SS1 1EF

Tel: 01702 352511

[**www.tolhurstfisher.com**](http://www.tolhurstfisher.com)

Ref : RP/BBS2-2

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| --- | --- |
| **LR1 Date of Lease** |  **2022** |
| **LR2 Title No(s)** | **LR2.1 Landlord’s Title Number(s)***Title number(s) out of which this lease is granted. Leave blank if not registered.*DY263600**LR2.2 Other Title Numbers***Existing title number(s) against which entries of matters referred to in LR9,**LR10, LR11 and LR13 are to be made.*      |
| **LR3. Parties to this lease** ***Give full names, addresses of each of the*** ***parties. For UK incorporated companies******and limited liability partnerships also give******the registered number including any prefix.*** ***For overseas companies also give the*** ***Territory of incorporation and if appropriate,******the registered number in England and Wales******including any prefix*** | **Landlord** B.B.S. (Brick and Stone) Limited (Company Registration Number 2480948) whose registered office is at Wharfe House Wharfebank Mills Ilkley road Otley LS21 3JP**Tenant**  of **Other Parties***Specify capacity of each party eg. “management company”, “guarantor” etc.*WELLINGTON MEWS (MATLOCK) MANAGEMENT COMPANY LIMITED (Company Registration Number 07606172) whose registered office is at Copia House Great Cliffe Court Great Cliffe Road Barnsley S75 3SP |
| **LR4. Property*****Insert full description of the land being leased******or******refer to the clause, schedule or paragraph of a******Schedule in this lease in which the land being******Leased is more fully described.******Where there is a letting of part of a registered*** ***Title, a plan must be attached to this lease and******any floor levels must be specified*** | **In the case of a conflict between this clause and the** **remainder of this lease then, for the purposes of****registration, this clause shall prevail.**Schedule 5 |
| **LR5. Prescribed statements etc.***If this lease includes a statement falling within**LR5.1, insert under that sub-clause the relevant**statement or refer to the clause, schedule or**paragraph of a schedule in this lease which**contains the statement**In LR5.2 omit or delete those Acts which do**not apply to this lease.* | **LR5.1** *Statements prescribed under rules* *179 (dispositions in favour of a charity), 180 (dispositions* *by a charity) or 196 (leases under the Leasehold Reform,**Housing and Urban Development Act 1993) of the Land**Registration Rules 2003*None**LR5.2 *This lease is made under, or by reference to,******provisions of:*** *~~Leasehold Reform Act 1967~~**~~Housing Act 1985~~**~~Housing Act 1988~~**~~Housing Act 1996~~* |
| **LR6. Term for which the Property****is leased***Include on the appropriate statement (duly**completed) from the three options:**NOTE: The information you provide or refer to here**will be used as part of the particulars to identify**the lease under rule 6 of the Land Registration**Rules 2003* | 250 years from and including 1 January 2011 |
| **LR7. Premium***Specify the total premium inclusive of any VAT**where applicable* | **£.00** |
| **LR8. Prohibitions or restrictions on****disposing of this lease***Include whichever of the two statements is**appropriate* *Do not set out here the wording of the provision* | This lease contains a provision that prohibits or restricts dispositions. |
| **LR9. Right of acquisitions etc.***Insert the relevant provisions in the sub-clauses**or refer to the clause, schedule or paragraph of**a schedule in this lease which contains the**provisions* | **LR9.1 Tenant’s contractual rights to renew this** **Lease to acquire the reversion or another lease of****the Property, or to acquire an interest in other land**None**LR9.2 Tenant’s covenants to (or offer to)** **surrender this lease**None**LR9.3 Landlord’s contractual rights to acquire****this lease**None |
| **LR10. Restrictive covenants given****in this lease by the Landlord in** **respect of land other than the Property***Insert the relevant provisions or refer to the clause,**schedule or paragraph of a schedule in this lease**which contains the provisions* | None |
| **LR11. Easements***Refer here only to the clause, schedule or**paragraph of a schedule in this lease which sets**out the easements* | **LR11.1 Easements granted by this lease for the****benefit of the Property**Schedule 2**LR11.2 Easements granted or reserved by this** **lease over the Property for the benefit of other property**Schedule 3 |
| **LR12. Estate rentcharge** **burdening the Property***Refer here only to the clause, schedule or* *paragraph of a schedule in this lease which sets**out the rentcharge* | None |
| **LR13. Application for standard****form of restriction***Set out the full text of the standard form of**restriction and the title against which it is to be**entered. If you wish to apply for more than one**standard form of restriction use this clause to**apply for each of them, tell us who is applying**against which title and set out the full text of**the restriction you are applying for.**Standard forms of restriction are set out in**Schedule 4 to the Land Registration Rules**2003.* | The Parties to this lease apply to enter the followingstandard form of restriction against the title of theProperty:“No disposition of the registered estate (other than by a charge) by the proprietor of the registered estate) by the proprietor of any registered charge is to be registered without a certificate signed on behalf of the Landlord by its secretary or conveyancer that the provisions of this clause 3.13.3 of the Lease have been complied with”. |
| **LR14. Declaration of trust where****there is more than one person****comprising the Tenant***If the Tenant is one person, omit or delete all**the alternative statements.**If the Tenant is more than one person, complete**this clause by omitting or deleting all**inapplicable alternative statements.* | Not applicable      |

**H M LAND REGISTRY**

**LAND REGISTRATION ACTS 1925 – 2002**

**COUNTY AND DISTRICT: Derbyshire : Derbyshire Dales**

**TITLE NUMBER: DY263600**

**PROPERTY: Flat 8 Wellington Mews**

 **Wellington Street**

 **Matlock DE4 3LG**

**THIS LEASE** is made on 2022

**BETWEEN:**

1. **B.B.S. (BRICK & STONE) LIMITED** (Company Registration Number 2480948) of Wharfe House Wharfedale Mills Ilkley Road Otley LS21 3JP (“the Landlord”)
2. **WELLINGTON NEWS (MATLOCK) MANAGEMENT COMPANY LIMITED** (Company Registration Number 07606172) whose registered office is at Copia House Great Cliffe Court Great Cliffe Road Barnsley S75 3SP (“the Management Company”)
3. **[ ]** of [ ] (“the Tenant”)

**WITNESSES** as follows:

1. **INTERPRETATION**

In this Lease unless the context requires otherwise:

* 1. The following words and expressions mean:

**Apartments:** means the apartments erected on the Estate and “**Apartment**” shall have a corresponding meaning;

**Buildings:** means the buildings on the Estate together comprising inter alia the Apartments and the buildings known as Wellington Mews Wellington Street Matlock DE4 3LG and including any future extensions, alterations or additions to them and excluding any future reduction of them;

**Common Parts:**

1. All parts of the Building of the Estate which at any time during the Term do not form part of the Premises or any Apartments or other premises in the Buildings let or intended to be let to any other tenant of the Landlord including without limitation:
2. The roof, foundations, main ceilings, main floors and floor slabs, main walls, structural steelwork, structural and main columns, beams and joists and all other external and structural parts of the Buildings including all windows doors and window and door frames in external elevations of the Buildings;
3. All internal walls, whether load bearing or not, inside the Common Parts or separating the Common Parts from the Premises or any other Apartments or premises in the Buildings let or intended to be let to any other tenant of the Landlord and all windows and doors and window and door frames in those walls;
4. All entranceways, hallways, terraces, passageways, staircases, toilets, kitchens, refuse areas, roads and footpaths and all parking, service, access and landscaped areas, all boundary structures and all pipes other than those demised to the Tenant or demised or intended to be demised to any other tenant in the Buildings;
5. Any central heating, air handling system radiators, boilers, ducts, pumps, water tanks, coolers, controls and other equipment (including all associated pipes) which serve the Buildings as a whole or any parts of them communally;
6. Any video, monitoring, security, control, access, fire detection, fire prevention or sprinkler system and any other electrical or other system of any type (including all associated pipes) which serve the Estate as a whole or any parts of it communally;

to the extent that they exist at any time during the Term

1. All parts of the Estate which at any time during the Term do not form part of the Buildings or any other building on the Estate let or intended to be let to any other tenant of the Landlord and including all boundary walls and fences

**Contractual Term:** the term of 250 years from and including 1 January 2011

**Development:** means all the Landlord’s development known as Wellington Mews Wellington Street Matlock DE4 3LG now or formerly registered under title number DY263600 and shown edged in red on Plan 2;

**End of the Term:** the end of the Term however that happens;

**Estate:** the Development but including any future extensions, alterations or additions to it and excluding any future reduction of it;

**Exceptions:** the exceptions and reservations set out in Schedule 3;

**Initial Rent:** the sum of one peppercorn per annum;

**Interest Rate:** four per cent per annum above the base rate from time to time of any bank that is a member of the British Banking Association and the Landlord specifies at any time or, if those base rates cease to exist, such other equivalent rate of interest as the Landlord reasonably specifies at any time both before and after any judgment and in every case compounded on the Rent Days;

**Landlord:** includes the reversioner for the time being immediately expectant on the End of the Term;

**Landlord’s Consent:** the previous consent of the Landlord by deed or, at the Landlord’s discretion, under hand;

**This Lease:** this Lease and any documents supplemental to it or entered into in accordance with or under it;

**Matters Affecting:** means the covenants agreements and other matters (other than mortgages or charges) contained mentioned or referred to in the Property and Charges Registers of the Title Number above mentioned so far as the same are still subsisting and relate to the Premises;

**Parking Space:** means the car parking space shown coloured green on Plan 1 (if any) or such alternative space within the Estate as may be nominated by the Landlord;

**Superior Lessor:** everyone having a title to the Premises in reversion mediately or immediately expectant on the termination of the Landlord’s title at any time during the Term;

**Tenant:** includes its successors in title and assigns all persons deriving title through or under it;

**Tenant’s Proportion:** the fair and proper proportion of the Expenditure (as defined in Schedule 4) as the Management Company may from time to time in its reasonable discretion determine to be fair and reasonable in respect of the Premises in all the circumstances save that in the first year of the Term the same shall be an estimate only and the same shall not be required to be certified by an accountant PROVIDED THAT the Management Company shall have the right acting in the interests of good estate management to make fair and reasonable allowances in such calculation for the differences in the insurance of or the repairs, services and facilities provided or supplied to any person in the Building or on the Estate or adopt such other method of calculation of the Tenant’s Proportion as is fair and reasonable in the circumstances.

**Term:** the Contractual Term together with any extension or continuance or it whether by agreement, common law or statute;

**Utilities:** data transmission, drainage, electricity, energy of any other type, gas , telephone, water and all other services;

**VAT:** Value Added Tax and any tax of a similar nature substituted for it or imposed in addition to it at any time during the Term and any penalties or fines in relation to them;

* 1. Any reference to any statute, including any reference in any definition in this clause includes:
		1. any amendment, modification, extension or re-enactment of it at any time;
		2. all instruments, orders, plans, regulations, permissions, directions and any other form of subsidiary legislation at any time made, issued or given under or drawing validity from any statute; and
		3. all European Union law, directives and regulations.
	2. Any reference to any form of legal entity includes all other forms of legal entity.
	3. In the following cases reference to the Landlord include references to any Superior Lessor and any mortgagee of the Landlord or any Superior Lessor:
		1. where there is any obligation on the Tenant to obtain the Landlord’s consent or approval or any acknowledgement from the Landlord to carry out any act to the satisfaction of the Landlord or to give any form of notice to the Landlord, however in each case the requirement is expressed but nothing in this Lease imposes any obligation on any Superior Lessor or any mortgagees not to unreasonably refuse any consent approval acknowledgement or expression of satisfaction.
		2. Where there is any obligation to pay any costs or fees to the Landlord for any payment made or expense incurred.
		3. Where there is any indemnity in the Landlord’s favour.
	4. Obligations by more than one person are joint and several and where any party under this Lease at any time is more than one person references to it are to each person individually as well as jointly with the others comprising it.
	5. Any obligation on the Tenant not to do something is an obligation not to do it, omit it, allow it or suffer it to be done or omitted.
	6. Rights excepted, reserved or granted to the Landlord are excepted, reserved or granted to the Landlord any Superior Lessor and everyone authorised by them.
	7. Rights granted by the Landlord are granted only to the extent that the Landlord is able to grant them and in common with the Landlord any Superior Lessor and everyone authorised by them.
	8. The perpetuity period applicable to this Lease is the Contractual Term or 80 years from the start of the Term, whichever is the shorter.
	9. The clause headings in this Lease are for reference only and are not to be taken into account in its construction or interpretation.
	10. It is the intention that each of the Apartments in the Building shall be demised upon terms similar to those contained in this lease to the intent that each of the tenants thereof may enforce the Regulations insofar as they relate to the Buildings against the others
1. **THE DEMISE**

In consideration of the Purchase Price paid by the Tenant to the Landlord (the receipt and payment of which the Landlord acknowledges) the Landlord with Full Title Guarantee demises to the Tenant the Premises together with the Rights but excepting and reserving to the Landlord and the Management Company the Exceptions to hold the same to the Tenant for the Contractual Term subject to and with the benefit of the Matters Affecting paying throughout the Term the Rent in advance on the Rent Day the first of such payments apportioned monthly in respect of the period from the first day of the month to the next Rent Day to be paid on the execution of this Lease (if demanded)

1. **TENANT’S COVENANTS**

The Tenant covenants with the Landlord and with the Management Company by way of further rent:

* 1. **Payments**
		1. to pay the rent reserved by Clause 2 of this Lease as set out in that clause with payment being made by banker’s standing order if the Landlord requires it
		2. to pay the Tenant’s Proportion to the Management Company
		3. to make all payments referred to in this sub-clause and all other payments due to the Landlord under this Lease without any deduction (except as required by law) or counterclaim and without exercising any right of legal or equitable set off
	2. **Outgoings and Utilities**
		1. to pay all rates, taxes, assessments, duties, charges, impositions and other outgoings of any type charge, assess or imposed on or in respect of the Premises or their owner or occupier at any time (including any of a capital or non-recurring nature);
		2. to pay for all Utilities used at or available to the Premises, including standing charges, and to comply at its own expense with their suppliers’ regulations and requirements.

And if any payments due under this sub-clause are due in respect of the Premises and any other part of the Buildings or the Estate jointly to pay a proper proportion of them to be conclusively determined by the Landlord.

* 1. **Interest**

If the Landlord and/or the Management Company does not receive payment of:

* + 1. the rent reserved by clause 2 of this Lease and the VAT due in respect of it on the due date whether formally demanded or not; or
		2. any other money due under this Lease (other than any money which this Lease states is to bear interest from the date of expenditure by the Landlord and/or the Management Company)

within seven days of the due date to pay interest on the money concerned to the Landlord and/or the Management Company as appropriate at the Interest Rate from the due date until the date of actual receipt by the Landlord.

Provided that this sub-clause shall not prejudice any other right or remedy of the Landlord and/or the Management Company for the recovery of any money due.

* 1. **VAT**

To pay and indemnify the Landlord and/or the Management Company against any VAT chargeable in respect of or levied on:

* + 1. any payment due from or any supply made to the Tenant under or in connection with this Lease; and
		2. any payment made by or any supply made to the Landlord and/or the Management Company where the Tenant is liable to reimburse it for that payment or in respect of that supply

in each case in addition to the payment of the supply concerned

* 1. **Repair**
		1. To repair and maintain the Premises and to keep them in good and substantial repair, damage cause by the Insured Risks excepted:
1. save to the extent of any excess, exclusion or limitation in any relevant insurance policy; and/or
2. unless and relevant insurance policy is prejudiced or invalidated by anything done by the Tenant, any undertenant or any other occupier of the Premises or anyone at the Premises with the express or implied authority of any of them.
	* 1. To carry out all work required under this sub-clause or any other provision of this Lease:
3. in a good and workmanlike manner;
4. in accordance with good modern practice from time to time, all relevant codes of practice and all British Standards;
5. to the Landlord’s reasonable satisfaction; and
6. with good quality materials

**PROVIDED THAT** the Tenant of an Apartment shall not do any work or repair or renewal to the floor or the ceiling thereof without giving notice to the occupiers of the property immediately below or above (as appropriate) of his intention so to do stating the details of the work intended to be done so that the occupier of such property may take such precautions as he may consider necessary for the protection of the ceilings or floors of such property and if any damage shall be caused to such property in the execution of any such work the Tenant shall at his own expense make good the same to the reasonable satisfaction of the tenant or occupier of such property and to ensure support shelter and protection of and for the other parts of the Buildings.

* 1. **Alterations**
		1. Not to make any alterations or additions to the exterior of the Premises or affecting the foundations load bearing or structural parts or walls of the Buildings nor to commit any waste
		2. Not to make any connection with the Pipes not forming part of the Premises that serve the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) and (where applicable) subject to consent to make the connection having previously been obtained from the competent authority undertaker or supplier
		3. Not to make any alterations or additions to the Premises which affect the appearance of the Premises as seen from the exterior which the Landlord acting reasonably considers are incompatible with the standards of design and aesthetic appearance of the remainder of the Buildings
		4. If the Landlord requires it to remove any alterations or additions to the Premises or any part of them and to reinstate the premises or the appropriate part of them to their former or proper condition before the End of the Term with all work being done to the Landlord’s reasonable satisfaction
		5. To remedy any breach of this sub-clause within 2 months of receiving written notice from the Landlord and if it does not allow the Landlord to enter the Premises with all necessary workmen and equipment to carry out the work required and to pay to the Landlord all expenses incurred by it in doing so including all legal and surveyors’ fees on demand together with all interest at the Interest Rate from the date of expenditure by the Landlord to the date of repayment
	2. **Statutory Obligations**

At all times to observe and perform and comply with the provisions stipulations and requirements of any and every statute now in force or which may after the date of this Lease be in force and any other obligations imposed by law which may relate to or affect the Premises or any additions or improvements to it or the user of it and to execute all works and provide and maintain all arrangement which by or under any enactment or by any government department local authority or duly authorised officer or Court of competent jurisdiction acting under or in pursuant of any enactment are or may be directed or required to be executed provided and maintained at any time during the Contractual Term upon or in respect of the Premises or in respect of any user of the Premises whether by the owner occupier landlord or tenant and not at any time during the Term to do or omit to be done in or about the Premises any act or think by reason of which the Landlord may under any enactment incur or have imposed upon it or become liable to pay any penalty damage compensation costs charges or expenses

* 1. **Inspection and Notice to Repair**

To allow the Landlord and/or the Management Company and everyone authorised by them to enter the Premises at all times during the Term on reasonable prior written notice (except in the case of emergency) to:

* + 1. establish whether the Tenant’s obligations under this Lease have been complied with including the right to open up any part of the Premises when that is necessary to view the state of repair and condition of the Premises and:
1. if any breach of obligation is found the Landlord and/or the Management Company may serve written notice on the Tenant requiring it to remedy the breach concerned including making good any opening up made;
2. if no breach of obligation is found the Landlord and/or the Management Company forthwith shall make good any opening up made at its own cost;
3. if the Tenant does not start to rectify any breach of obligation notified to it within one month of service of the Landlord’s or the Management Company’s notice, or sooner if needed, or does not complete the rectification within two months of service of the Landlord’s or the Management Company’s notice, or sooner if practicable, the Landlord or the Management Company may enter the Premises with all necessary workmen and equipment to rectify the breach concerned and the Tenant shall pay to the Landlord or the Management Company on demand as a debt the costs and expenses of doing so, including legal and surveyors’ fees, together with interest at the Interest Rate from the date of the expenditure by the Landlord or the Management Company to the date of repayment;
	* 1. exercise any right of the Landlord or the Management Company under this Lease or fulfil any obligation of the Landlord or the Management Company in respect of the Premises, the Buildings, the Estate, the Development or any other neighbouring or adjoining property however it arises.
	1. **User**
		1. Not to do anything at the Premises which may be, become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to the Landlord and the Management Company or any owner or occupier of the Buildings, the Estate or any other neighbouring or adjoining property.
		2. To comply with all restrictions, covenants, stipulations and other matters of any nature affecting the Premises.
		3. Not to bring onto the Premises anything of a specially combustible, inflammable or dangerous nature and to comply with all recommendations and requirements of the Landlord’s insurers and the competent fire authority.
		4. Not to use the Premises or any part of them for any purpose other than as a private residential dwelling Provided that home working from the Premises which does not adversely affect the amenity of the residential use of the Buildings shall not be in breach of this covenant.
		5. Not to use the Premises or any part of them as a hotel or other form of serviced accommodation.
		6. To pay to the Landlord and/or the Management Company on demand all costs, charges and expenses which may be incurred by it in complying with a notice serve, or a requirement made, by any competent authority under any Environmental Legislation or in abating any private or public nuisance on or arising from the Premises including any statutory nuisance abated by the Landlord and/or the Management Company om compliance with a notice serve by any competent authority together with interest at the Interest Rate from the date of expenditure by the Landlord and/or the Management Company to the date of repayment
		7. Not to permit the loading and unloading and parking of vehicles belonging to the Tenant its servants agents or visitors outside the curtilage of the Development save where permitted by law.
	2. **Signs**

Not to install or display on any part of the outside of the Premises or through any windows in the Premises any placard, poster, notice, advertisement, name, sign or other writing without the Landlord’s consent which shall not be unreasonably withheld and save that for a sale or to let boards shall be allowed but only when the Property is on the market for sale or to let.

* 1. **Insurance Obligations**
		1. Not to do anything which prejudices or invalidates any insurance policy in respect of the Premises, the Buildings, the Estate or any other neighbouring or adjoining property which may do so or which makes or may make any increased or additional premium payable for any of them.
		2. To pay to the Landlord on demand the cost of any increased or additional premium which becomes payable in respect of the Premises, the Buildings, the Estate or any other neighbouring or adjoining property as a result of the occupancy or use of the Premises (including any referred to in paragraph 3.11.1) together with interest at the Interest Rate from the date of expenditure by the Landlord to the date of repayment.
		3. Not to effect any insurance in respect of the Premises, the Buildings or the Estate except as required by this Lease without the Landlord’s consent
		4. If the Premises are destroyed or damaged to give immediate notice to the Landlord stating the cause, if known.
		5. If the Premises, the Buildings, the Estate or any other neighbouring or adjoining property are destroyed or damaged and any relevant insurance policy is prejudiced or invalidated by anything done by the Tenant, any undertenant or any other occupier of the Premises or anyone at the Premises with the express or implied authority of any of them to pay the irrevocable monies to the Landlord on demand.
	2. **Notices**

Within twenty eight days of any notice, direction or order (or any proposal for any of them) from any competent authority being received by it or otherwise coming to its knowledge to give full details of it to the Landlord and the Management Company, and, if required by the Landlord or the Management Company, to produce it to the Landlord or the Management Company and/or take all steps necessary to comply with it and/or make or join with the Landlord and the Management Company in making any objection or representation against it or in respect of it that the Landlord and the Management Company reasonably requires.

* 1. **Alienation**

3.13.1 Not to transfer assign or underlet or part with possession of part only of the Premises.

3.13.2 During the last seven years of the Term not to transfer assign underlet or part with the possession of the Premises without the previous written consent of the Landlord such consent not to be unreasonably withheld or delayed.

3.13.3 Not to transfer or assign the Premises without paying all outstanding monies due under the terms of this Lease and without the transfer or assignment containing a covenant by the transferee or assignee directly with the Landlord and the Management Company to pay the rents hereby reserved and to observe and perform the covenants on the part of the Tenant and the conditions herein contained and not to grant any underlease or tenancy of the Premises (save for the granting of a tenancy for a period of not exceeding 12 months in length) or otherwise part with the possession thereof without the underlease tenancy agreement or other instrument containing a covenant by the underlessee subtenant or licensee directly with the Landlord and the Management Company to observe and perform the Regulations and the covenants and conditions herein contained and within one month after its date to produce to the Landlord’s solicitors every transfer assignment underlease tenancy agreement licence or other document evidencing a devolution of this Underlease or the Premises (otherwise than by will mortgage or charge) paying the Landlord’s solicitors reasonable fee for each such registration and at the same time to provide a certified copy or duplicate of such transfer assignment underlease tenancy agreement or other document for the Landlord’s retention.

3.13.4 Not to transfer or assign the Premises without upon or immediately prior to completion the transferee or assignee becoming a member of the Management Company.

3.14 **Indemnities**

 To be responsible for and to indemnify the Landlord and the Management Company against:

3.14.1 all actions, claims, proceedings, costs, expenses and demands made against or incurred by the Landlord as a result of:

 (a) any act, omission or negligence by the Tenant or any other occupier of the Premises or anyone at the Premises with the express or implied authority of any of them; or

 (b) any failure to comply with its obligations under this Lease;

3.14.2 any tax or other fiscal liability imposed on the Landlord and the Management Company as a result of any work carried out at, any act done on or any change of use of the Premises.

3.15 **Damaging Substances**

 Not to allow any damaging substance (including water) to escape from the Premises and to make good, and pay compensation for, any damage caused by any escape that occurs due to the Tenant’s negligence neglect or deliberate act and only if this is not covered in whole or in part by the insurance policy and the Landlord and/or the Management Company agree to make a claim in this respect wand will only ask the Tenant for reimbursement if all or some of such damage is not covered by the said policy.

3.16 **Notices of breach and costs**

 To pay to the Landlord on demand on a full indemnity basis all costs, charges and expenses (including solicitors’, surveyors’, bailiffs’ and other professional fees) incurred by it for the purpose of, incidental to or in reasonable contemplation of:

3.16.1 the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or in contemplation of proceedings under Sections 146 or 147 of that Act even if forfeiture is avoided unless a competent court orders otherwise;

3.16.2 the preparation and service of all notices relating to any failure by the Tenant to comply with their obligations under this Lease whether served before or after the End of the Term;

3.16.3 any application for any licence or consent under this Lease whether granted or not including where the application is withdrawn;

3.16.4 the enforcement or remedying of any breach of the Tenant’s obligations under this Lease whether or not court proceedings are involved;

3.16.5 inspecting and valuing the Premises and any items in them for insurance purposes

together in each case with interest at the Interest Rate from the date of the expenditure by the Landlord to the date of repayment.

3.17 **Yield Up**

 At the End of the Term to:

3.17.1 yield up the Premises (with all keys) in the state and condition required by this Lease;

3.17.2 remove all notices, advertisements, signs, aerials and tenant’s fixtures, fittings, furniture and other goods from the Premises and make good any damage caused to the Premise, the Buildings or the Estate (including damage to decorative finishes) by their removal to the Landlord’s reasonable satisfaction.

 3.18 **Pipes**

3.18.1 Not to connect anything to any Pipes forming part of or serving the Premises which might endanger or overload them.

3.18.2 Not to allow any oil or grease or deleterious, objectionable, dangerous, poisonous or explosive substance to be discharged into any Pipes forming part of or serving the Premises save insofar as such Pipes are designed for the purpose and not to cause any obstruction or deposit in them or any damage to them and if any obstruction, deposit or damage occurs to immediately remove or rectify it to the Landlord’s reasonable satisfaction.

 3.19 **Overloading**

3.19.1 Not to do anything which would or might strain or damage the Premises , the Buildings, the Estate or any other neighbouring or adjoining property.

3.19.2 Not to do anything which adversely affects any central heating, air handling, air conditioning, sprinkler, alarm or other system running through or serving the Premises or that imposes an additional load on any of them beyond that which they are designed to bear.

 3.20 **Defects**

To give notice to the Landlord of any defect in the Premises which might require the Landlord to do or refrain from doing anything in order to comply with its obligations under this Lease or any duty of care imposed on it under the Defective Premises Act 1972 or otherwise and to display and maintain all notices relating to those matters which the Landlord at any time reasonably requires to be displayed at the Premises.

 3.21 **Regulations**

 To comply with Regulations.

 3.22 **Disputes**

 If required by the Landlord to submit any dispute with any other tenant of any other tenant of any other premises in the Buildings or the Estate concerning the occupation or use of any part of the Buildings or the Estate or anything else affected by this Lease to the Landlord for resolution when the Landlord’s decision shall be final and binding on the parties.

3.23 **Window Cleaning**

 To clean all internal windows and glass in the Premises as often as reasonably necessary and in any event at lease monthly.

 3.25 **Management Company**

 Forthwith to take all steps on his part required to enable the Tenant to become a member of the Management Company and not to assign this Lase without ensuring that the assignee takes all steps on the part of the assignee required to enable the assignee to become a member in place of the Tenant or outgoing assignee.

1. **LANDLORD’S COVENANTS**

The Landlord covenants with the Tenant:

4.1 **Quiet Enjoyment**

 That the Tenant may, so long as it pays the rent reserved by and complies with its obligations under this Lease, peaceably and quietly hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming through under or in trust for it.

4.2 **Enforcement**

 If required by the Tenant at the expense of the Tenant and against a suitable indemnity for costs to enforce the covenants on the part of the tenants contained in the Leases of the other Apartments and of other Premises in the Buildings.

4.3 **Terms of Other Leases**

 That every lease or tenancy agreement of an Apartment before or after the date of this Lease granted by the Landlord contains or shall contain terms similar to those contained in this Lease.

1. **MANAGEMENT COMPANY COVENANTS**

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

* + 1. **Services**

Subject to the Tenant paying the Service Charge to use its reasonably endeavours to:-

5.1.1 keep the Common Parts adequately repaired and decorated;

5.1.2 insure the Estate as set out in paragraph 6.2 of Schedule 4;

5.1.3 provide any of the other services set out in Schedule 4 that the Landlord or the Management Company reasonably considers necessary or appropriate at any time

but the Management Company shall not be liable to the Tenant for:-

5.1.4 any interruption to any service because of maintenance of, damage to or destruction of any equipment, breakdown, inclement weather, shortage or materials or labour or any other cause at all outside the Management Company’s immediate control;

5.1.5 any act, omission or negligence of any of the Landlord’s or with the Management Company’s employees or contractors in connection with the provision of any service;

5.1.6 any disrepair or failure to supply any service unless the Tenant has already given written notice of it to the Management Company.

**6. PROVISOS**

 It is agreed that:

 6.1 **Re-entry**

 If any of the following occur:-

6.1.1 The rent payable under clause 1 of this Lease or any part of it is unpaid for 21 days after it becomes due, whether formally demanded or not; or

6.1.2 The Tenant fails to comply with any of its obligations under this Lease.

The Landlord may at any time afterwards, even though any earlier right of re-entry has been waived,, re-enter the Premises or any part of them in the name of the whole when this Lease shall end but without prejudice to any claim by the Landlord in respect of any failure by the Tenant to comply with its obligations **PROVIDED THAT** the Landlord shall not exercise the Landlord’s right of re-entry under this subclause without first giving 28 days notice of the Landlord’s intention so to do to any subsisting Mortgagee of the Premises (whose interest has been notified to the Landlord in writing) specifying the nature of the breach and Provided That the breach shall not have been remedied prior to the expiry of such notice.

6.2 **Recovery of Payments**

 All sums due to the Landlord and the Management Company under this Lease are payable as rent and the Landlord have the same remedies for their recovery as the Landlord and the Management Company have for rent in arrear.

6.3 **Exclusion of Liability**

 The Landlord and the Management Company shall not be liable to the Tenant or, unless any statute provides otherwise, to any undertenant or anyone occupying or at the Premises for any:

6.3.1 accident, incident or injury suffered in or near to the Premises, the Buildings, the Estate, the Development or any other neighbouring or adjoining property;

6.3.2 damage to or loss of any goods or property happening in or near to the Premises, the Buildings, the Estate, the Development or any other neighbouring or adjoining property;

6.3.3 act, omission or negligence of any employee, agent, invitee or tenant of the Landlord and the Management Company;

6.3.4 loss or damage resulting from any fire or overflow of water other substance from any Pipes in or about the Premises, the Buildings, the Estate, the Development or any other neighbouring or adjoining property.

 6.4 **Notices**

 Section 196 of the Law of Property Act 1925, as amended by Recorded Delivery Service Act 1962, applies to the service of all notices in connection with the Lease except that it shall be deemed to be amended as follows:

6.4.1 In this sub-clause **Working Day** means any day from Monday to Friday (inclusive) other than bank or public holidays.

6.4.2 The final words of Section 196(4) “and that service…..be delivered” shall be deleted and replaced with “and that service shall be deemed to be made on the second Working Day after the registered letter has been posted”.

6.4.3 Any notice may be sufficiently served by facsimile when service shall be deemed to be made on the day of the transmission if transmitted before 4.00pm on a Working Day but otherwise on the next following Working Day.

6.5 **Compensation**

 Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises is excluded to the extent permitted by law.

6.6 **Implied Easements**

 Section 62 of the Law of Property Act 1925 is excluded from this Lease so that only rights granted to the Tenant are those expressly set out in this Lease and the Tenant shall not be deemed to have acquired or become entitled to (save on behalf of the Landlord against third parties) by any means any easement or advantage of any sort in respect of or affecting the Buildings, the Estate, the Development or any other neighbouring or adjoining property

6.7 **Landlord’s Liability**

 On anyone comprising the landlord at any time ceasing to be entitled to the reversion immediately expectant on the End of the Term that the person shall from that time cease to be liable in respect of the Landlord’s obligations under this Lase but without prejudice to any claim by the Tenant in respect of any failure by the Landlord to comply with its obligations up to that time.

6.8 **Contracts (Rights of Third Parties) Act 1999**

 A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

6.9 **Jurisdiction and Governing Law**

 This Lease shall be governed by and interpreted in accordance with English law and the parties irrevocably submit to the jurisdiction of the English courts.

6.10 **Plotting Scheme**

 The Landlord shall not in any way be bound by the plotting or general scheme of development of the Development or the Estate as may be shown on any plans at any time prepared in relating thereto.

1. **RESTRICTION**

The parties to this Lease apply to the Chief Land Registrar to enter the following restriction on the Register of the title to this Lease such restriction to remain on the Register during its subsistence:-

 “No disposition of the registered estate (other than by a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge is to be registered without a certificate signed on behalf of the Landlord by its secretary or conveyancer that the provisions of clause 3.13.3 of the Lease have been complied with”.

1. **DECLARATION OF OWNERSHIP**

The survivor of the Tenant can/cannot give a capital receipt in respect of capital monies arising on a disposition of the Premises.

**IN WITNESS** of which the parties to this Deed have duly executed it on the date specified on page one.

**SCHEDULE 1 – THE REGULATIONS**

1. Not to use any television radio record or tape player or other device for the reproduction of sound or any washing machine spin dryer or other domestic appliance or other apparatus of any kind so as to cause annoyance nuisance or inconvenience to other occupiers of the Estate.
2. Not to hold any political religious charitable or other meeting on the Premises or to use the Premises for dancing music or singing lessons or practice.
3. Not to use the Premises for any auction or sale or for any activity which is dangerous noxious illegal or immoral.
4. To keep all windows of the Premises suitably screened or curtained and not to through anything out of the windows of the Premises.
5. Not to install or erect any external lighting sunblinds or structure or apparatus or equipment in front of or elsewhere outside the exterior of the Premises.
6. Not to shake any mats or carpets outside the Premises.
7. Not to overload or strain any part of the Premises or the Estate or set up any machinery or apparatus thereon other than the usual domestic appliances.
8. Not to reside or permit any other person to reside in the Premises unless the floors are covered with an underlay with suitable sound deadening properties.
9. To arrange for the suppression of all electrical equipment used on the Premises so as to prevent interference with radio and television reception in the remainder of the Estate.
10. Not to fix any radio or television aerial or satellite dish or other item to the exterior of the Premises or the Estate.
11. Not to obstruct or leave any article or thing on the Common Parts.
12. When using the Common Parts to do so as quietly as possible and especially between the hours of 11pm and 7am and not to allow any person or child under the Tenants control to loiter or play on the Common Parts so as to be an annoyance, nuisance or inconvenience to the occupiers of the remainder of the Estate.
13. Not to permit any laundry to be hung or spread out in any part of the curtilage or grounds of the Estate or from any window or balcony or other exterior parts of the Premises so as to be visible from any part of the Estate or the adjoining property.
14. Not to park any vehicle on the Common Parts save as permitted in Schedule 2 so as to cause obstruction annoyance nuisance or inconvenience to the occupiers of the remainder of the Estate and not to park any vehicle on the Common Parts overnight or wash or repair any vehicle on the Common Parts.
15. Not to littler the Common Parts and to deposit all rubbish and litter only in the refuse container provided for that purpose as notified from time to time by the Landlord or the Management Company.
16. Not to keep pets in the Premises except with prior written consent of the Landlord or the Management Company (which will not be unreasonably withheld) but which consent may be withdrawn at any time if such pet causes a nuisance or annoyance to the Landlord or other owners or occupiers of other apartments within the Estate.
17. The Landlord and the Management Company reserves the right to make such other rules and regulations from time to time (either in addition to or by way of variation of or substitution for these rules and regulations or any of them) as the Landlord or the Management Company may deem necessary or expedient for the management care and cleanliness of the Estate or for securing the safety comfort and convenience or the occupiers of and visitors to Apartments and any such rules and regulations as aforesaid shall be deemed to be incorporated herein.

**SCHEDULE 2 – THE RIGHTS**

1. The right to use the entrances footpaths roadways passages staircases circulation areas service roads service areas including (without limitation to the foregoing) loading bays and forecourts serving the Development landscaped and other areas from time to time provided by the Landlord from time to time of the Development for the common use of tenant or occupiers of or visitors to the Development as shall from time to time be necessary for the use and occupation of the Premises.
2. Without prejudice to the right contained in paragraph 1 a right of way so far as the Landlord can grant the same with or without vehicles at all times over the accessways giving access to the Buildings.
3. The right for the Tenant the Tenant’s family employees licensees and visitors to pass and repass on foot over all footpaths entranceways hallways staircases lifts landings and other common areas forming part of the Common Parts now or within the Perpetuity Period constructed on the Estate for the purpose of gaining access to and egress from the Premises and/or the Parking Space but not further or otherwise.
4. The right to pass the Utilities through the Pipes now or at any time during the Perpetuity Period constructed on the Estate which serve the Premises.
5. The right of subjacent and lateral support and shelter and protection for the Premises from the remainder of the Buildings and the Estate.
6. The right subject to such regulations as may from time to time be imposed by the Landlord to place any refuse in any refuse area designated for use by the residential apartments forming part of the Common Parts and the right to pass and repass on foot over all footpaths, entranceways, staircases and other common areas for the purpose of placing refuse in the refuse area.
7. The right upon giving reasonable prior notice (except in the case of emergency) to enter upon the remainder of the Estate for the purposes of inspecting maintaining and repairing the Premises and any Pipes serving the Premises and in otherwise complying with the Tenant’s obligations hereunder cause as little damage disturbance or inconvenience as possible and forthwith making good all damage caused to the reasonable satisfaction of the tenant or occupier of that part of the Estate entered upon.
8. The benefit of every covenant entered into by the tenants and occupiers of the other Apartments.
9. The right subject to availability to park one roadworthy pedal bicycle in the areas designated for such purpose subject to regulations as the Landlord may from time to time impose together with a right to pass and repass over all accessways for the purpose of gaining access to and egress from such bicycle store.
10. The right to use the Common Parts in such a way as may be conducive to the manner in which they are laid out constructed or provided but in any event for or as ancillary to reasonable domestic and recreational purposes only and subject to the covenants in Schedule 1.
11. The right to exclusive use of the Parking Space (if any) for the purpose of parking a private motor vehicle not exceeding three tonnes gross laden weight together with a right to pass and repass with vehicles over all accessways for the purposes of gaining access from the Parking Space. For the avoidance of doubt, this right is only granted where a Parking Space is shown coloured green on the Plan 1.
12. The right to connect into and use the communal television aerial and any satellite aerial or dish and to use the intercom system installed by the Landlord in the Buildings.
13. The right to the exclusive use of the mail box (if any) allocated to the Premises by the Landlord.
14. The right subject to such regulations as the Landlord may from time to time impose to use any receptacles provided for the purpose of refuse disposal.
15. All such rights easements privileges and benefits being exercised in common (save for those rights contained in paragraphs 11 and 13 of this Schedule) with the Landlord and the tenants and occupiers of the other Apartments and being subject to and conditional upon the Tenant complying with the Regulations in respect thereof and paying the Service Charge in accordance with the covenants herein contained.

**SCHEDULE 3 – THE EXCEPTIONS**

1. The right to pass Utilities through the Pipes now or at any time during the Perpetuity Period constructed on the Premises which serve the remainder of the Buildings.
2. The right of subjacent and lateral support and shelter and protection for the remainder of the Buildings from the Premises.
3. The right upon giving reasonable prior notice (except in the case of emergency) for the Landlord and the tenants or occupiers of the remainder of the Buildings and any adjoining property to enter upon the Premises and any Parking Space for the purpose of inspecting maintaining renewing and repairing the Buildings and any Pipes serving the remainder of the Buildings and in otherwise complying with their obligations in respect of the Buildings and the Estate (and for the avoidance of doubt including any obligations under any planning permission or other agreement relating to the development of the Estate) causing as little damage disturbance or inconvenience as possible and forthwith making good all damage caused to the reasonable satisfaction of the Tenant.
4. The right for the Landlord at any time or times hereafter without obtaining the consent of or paying compensation to the Tenant:
	1. To build or rebuild or alter or permit or suffer to be built or rebuilt or altered any buildings or erections on the Estate (other than the building of which the Premises form part) according to such plans and to such height extent or otherwise and in such manner as the Landlord shall think fit notwithstanding that such buildings as so built rebuilt or altered may obstruct any lights windows or other openings in the Premises.
	2. To alter the layout of any accessways and/or the Common Parts but not so as to adversely prejudice access to the Premises.

**SCHEDULE 4 – THE SERVICE CHARGE**

**Part A**

1. In the Schedule unless the context requires otherwise the following words and expressions mean:

**the Services**: the services listed in parts B, C and D of this Schedule;

**the Expenditure**: all costs, expenses and outgoings whatsoever incurred by the Management Company in providing or procuring the provision of all or any of the Services in respect of the Common Parts, the Buildings or the Estate (as appropriate);

**the Surveyor**:any person or firm appointed by or acting for the Management Company (who may be an employee of the Management Company the person or firm appointed by the Management Company to manage the Buildings or the Estate);

**the Account Year**: the annual period nominated by the Landlord at any time for the purposes of this Schedule.

1. The Management Company will arrange for proper records to be kept in respect of the Expenditure and as soon as convenient after the end of each Account Year will arrange for the preparation and submission to the Tenant of an account showing a summary of the Expenditure for that Account Year together with the Tenant’s Proportion and if there is a dispute the account and the Tenant’s Proportion shall be certified by the Surveyor.
2. 3.1 The Tenant shall pay (by standing order if required by the Management Company) a provision sum in respect of the Tenant’s Proportion for each Account Year to be determined by the Management Company or in the case of dispute, the Surveyor by equal payments in advance on the Service Charge Dates the first payment, being a proportionate sum in respect of the period from the date of this Lease to the Service Charge Date immediately after the date of this Lease, to be paid on the execution of this Lease.
	1. When the Tenant’s Proportion for each Account Year is finally fixed:
		1. if it exceeds the provisional sum paid by the Tenant the excess shall be paid to the Management Company on demand;
		2. if it is less that the provisional sum paid by the Tenant the overpayment shall be credited to any sinking fund or allowed against the provisional sum payable by the Tenant for the following Account Year (at the option of the Management Company).
	2. If during any Account Year it becomes clear to the Management Company that the previous estimate of the Expenditure is likely to be exceeded it may serve notice on the Tenant of the unexpected expenses or liabilities and the Tenant’s Proportion of them with the Tenant’s Proportion being settled by the Surveyor if there is a dispute, and the monies concerned shall be paid by the Tenant within 14 days of written demand and at the end of the Account Year shall be taken into account as part of the provisional sum paid by the Tenant under paragraph 3.1 of this Schedule.
3. 4.1 This Schedule shall continue to apply even though the Term has come to an end but only in respect of the period to the End of the Term.
	1. All decisions of the Surveyor under this Schedule are to be made as an expert and shall be final and conclusive on all matters of fact.
	2. Where this Schedule provides for any decision of the Management Company to be referred to the Surveyor if there is a dispute the Tenant shall only be entitled to dispute the decision within one month of its notification by the Management Company (time being of the essence) and if it does not shall be deemed to accept the Management Company’s decision.
	3. If the Tenant disputes any demand made by the Management Company for payment of monies due under this Schedule, whether or not the dispute is to be referred to the Surveyor, it shall, even though there is a dispute, pay the monies demanded to the Management Company in accordance with this Schedule and on the final resolution of the dispute (whether by the Surveyor or otherwise) the Management Company shall repay to the Tenant any excess which is found to have been paid.
	4. The inclusion of a service in parts B, C and D of this Schedule does not impose any obligation on the Management Company to provide it.

**Part B (Building Costs)**

5.1 Inspecting, repairing and as necessary renewing any hard landscaping forming part of the Buildings.

5.2 Repairing, maintaining, inspecting and as necessary reinstating and renewing the Pipes and Utilities forming part of the hard landscaping of the Common Parts.

5.3 Keeping clean as may be necessary the common entrance halls, passages, landing and staircases and all other internal Common Parts of the Buildings.

5.4 Inspecting, rebuilding, repointing, repairing, cleansing, renewing and otherwise treating as necessary and keeping the Common Parts comprised in the Buildings and every part thereof in good and substantial repair, order and condition and renewing and replacing all work or damaged parts thereof.

5.5 Redecorating all the Common Parts of the Buildings including all doors, door frames, windows and window frames so often as in the opinion of the Landlord it shall be reasonably necessary.

5.6 Arranging if necessary for the emptying of receptacles for rubbish for the use of the occupiers of the Buildings.

5.7 Inspecting, maintaining, renting, renewing, reinstating, replacing and insuring the firefighting appliances (if any), communal telecommunication reception apparatus, electronic door entry systems, lifts (if any) and such other equipment relating to the Common Parts in the Buildings by way of contract or otherwise as the Landlord may from time to time consider reasonably necessary or desirable for the carrying out of the acts and things mentioned in this Schedule.

5.8 Repairing, maintaining, inspecting and as necessary reinstating or renewing the Utilities forming part or parts of the Common Parts of the Buildings.

5.9 Repairing, maintaining, inspecting and as necessary reinstating or renewing the internal communal heating system of the Buildings.

5.10 The cost of supply for electricity used by the internal communal heating system of the Buildings.

5.11 The cost of supply of water to the Buildings.

5.12 The provision of any signs, furniture, furnishings, seasonal decorating, displays, ornamental features, plants, shrubs, trees, cut flowers, public pay phones, first aid or other amenities as the Landlord at it reasonable discretion provide to the Common Parts of the Buildings.

5.13 Contributing towards the cost of making, repairing, maintaining, amending, altering, renewing, rebuilding or cleaning anything used in common with any neighbouring or adjoining property.

**Part C (Estate Costs)**

6.1 Keeping the landscaped areas forming part of the Estate in a neat and tidy condition and tending and renewing any lawns, flower beds, shrubs and trees forming part thereof as necessary.

6.2 The cost of insuring the Estate (but not the contents of the Demised Premises) against loss or damage by fire and such other insurable risks as the Management Company may from time to time deem appropriate for such sum as shall in the opinion of the Management Company represent the full replacement costs thereof and from time to time (including architects’ surveyors’ and other professional fees) and to make all payments necessary for the above purposes as soon as reasonably practicable after the same shall respectively become due and to apply all monies to be received on account of any such insurances as aforesaid towards making good from time to time all loss or damage to the Estate.

6.3 Repairing, maintaining, inspecting and as necessary reinstating or renewing the Pipes and Utilities forming part of the Common Parts of the Estate.

6.4 Inspecting, repairing and as necessary renewing any hard landscaping forming part of the Common Parts of the Estate.

6.5 Repairing, maintaining, inspecting and as necessary reinstating or renewing the Pipes and Utilities forming part of the hard landscaping of the Common Parts and any lighting in such Common Parts.

6.6 The provision, maintenance, repair, replacement and renewal and operation of CCTV, satellite dish, sprinkler control and monitoring systems and any other systems, equipment or plant of any type.

6.7 Providing any services, equipment and staff that are at any time deemed desirable by the Landlord for the efficient care, security and administration of the Common Parts and the Estate and/or the provision of the services contained in this Schedule including staff remuneration and the payment of all national health and insurance contributions and other payments required by law to be paid by employers pensions or other payment or benefits in kind (whether or not exgratia) and the provision of any clothing and materials required by any staff for the proper performance of their duties.

**Part D (General Costs)**

7.1 Insuring any risks for which the Management Company may be liable as an employer or persons working or engaged in business on the Common Parts or any part thereof in such amount as the Management Company shall reasonably think fit.

7.2 Providing and paying such persons as may be necessary in connection with the upkeep of the Common Parts.

7.3 Paying all rates, taxes, duties, charges, assessments and outgoings whatsoever (whether parliamentary, parochial, local or of any other description) assessed, charges or imposed upon or payable in respect of the Common Parts or any part thereof except so far as the same are the responsibility of an individual tenant of any of the Apartments.

7.4 Paying any Value Added Tax chargeable in respect of any of the matters referred to in this Schedule.

7.5 Abating any nuisance and executing such works as may be necessary for complying with any notice served by the Local Authority in connection with the Estate or any part thereof insofar as the same are not the liability of or attributable to the tenant of any Apartment.

7.6 Preparing and supplying to the tenant of any Apartment copies of any Regulations.

7.7 Generally managing and administering the Common Parts and protecting the amenities of the Common Parts and for that purpose if necessary employing a firm of managing agents or consultants or similar and the payment of all costs and expenses incurred by the Management Company:-

7.7.1 in the running and management of the Estate and the collection of rents (if any) and service charges and in the enforcement of the covenants and conditions and regulations contained in the leases of the Apartments and any Regulations;

7.7.2 in making such applications and representations and taking such action as the Management Company shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute, order, regulation or by-law on the Tenant of the Apartments or on the Management Company in respect of the Estate;

7.7.3 in the valuation of the building for time to time for insurance purposes;

7.7.4 in the preparation for audit of the Service Charge accounts.

7.8 Enforcing or attempting to enforce the observance of the covenants on the part of any Tenant of any of the Apartments.

7.9 Employing a qualified accountant for the purpose of auditing the accounts in respect of the Service Charge and certifying the total amount thereof for the period to which the account relates.

7.10 Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations, order and by-laws made thereunder relating to the Estate insofar as such compliance is not the responsibility of the lessee of any of the Apartments.

7.11 Providing, inspecting, maintaining, repairing, reinstating and renewing any other equipment and providing any other service or facility which in the opinion of the Management Company is reasonable to provide.

7.12 Such sums as shall be considered necessary by the Management Company (whose decision shall be final as to questions of facts) to provide a reserve fund or funds for items or future expenditure or to be or expected to be incurred at any time in connection with the Common Parts.

7.13 Operating, maintaining and (if necessary) renewing the lighting, water and power supply apparatus from time to time of the Common Parts and providing such additional lighting, water or power supply apparatus as the Management Company may reasonably think fit.

7.14 All other reasonable and proper expenses (if any) incurred by the Management Company in and about the maintenance and proper and convenient management and running of the Estate including in particular but without prejudice to the generality of the foregoing any expenses incurred in rectifying or making good any inherent structural defect in the Buildings or any part of the Estate except insofar as the cost thereof is recoverable under any Insurance Policy for the time being enforced or from a third party is or wo may be liable therefore.

7.15 Any interest paid on any money borrowed by the Management Company to defray any expenses incurred by it and specified in this Schedule any costs imposed on the Management Company in solving any dispute with any tenant any legal or other cost reasonably and properly incurred by the Management Company and otherwise not recovered in taking or defending proceedings (including any arbitration) arising out of any lease of any part of the Estate or any claim by or against the tenant thereof of by any third party against the Management Company as tenant or occupier of any part of the Estate.

**SCHEDULE 5 – THE PREMISES**

**ALL THOSE** first floor premises in the Building known as 8 Wellington Mews Wellington Street Matlock DE4 3LG as shown edged red on the Plan 1 including (so far as the same may exist at any time during the Term):

1. the non-load bearing furnishings or coverings to:

1.1 the main ceilings, floors and walls of the Premises; and

1.2 any main columns in the Premises

but not any other part of those main ceilings, floors, walls or columns;

2. any windows, doors and window and door frames within the Premises but excluding any external windows, window frames and patio doors;

3. any raised floors and suspended ceilings inside the Premises;

4. all Pipes inside and exclusively serving the Premises:

5. all additions and improvements to the Premises and all fixtures and fittings of every kind which are at any time in or on the Premises (whether original fixed or fastened to them or not) except tenant’s trade fixtures and fittings;

6. all other structures and appurtenances at any time on or enjoyed with the Premises insofar as they do not form part of the Common Parts;

**EXECUTED AS A DEED** (but not delivered )

Until the date hereof) by **B.B.S.(BRICK** )

**AND STONE) LIMITED**  acting by two Directors )

Or one Director and the Company Secretary )

**EXECUTED AS A DEED** (but not delivered )

Until the date hereof) by **WELLINGTON MEWS** )

**(MATLOCK) MANAGEMENT COMPANY LIMITED**)

acting by a Director in the presence of:- )

Signature of witness :

Name of witness :

Address of witness :

Occupation of witness :

**EXECUTED AS A DEED** by the said

**[ ] in the presence of :**

Signature of witness :

Name of witness :

Address of witness :

Occupation of witness :