Blantyre Tower

Lease issued on new terms · 23 March 2023

PRESCRIBED CLAUSES

1. Date of lease
23 March 2023

2. Title number(s)
Lessor's title number(s) [TITLE NUMBER REDACTED]

Other title numbers [TITLE NUMBER REDACTED]

3. Parties to this lease
Lessor THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA of The Town Hall Hornton Street London W8 7NX

Lessee [PRIVATE PERSON] of [ADDRESS REDACTED]

Other parties

4. Property
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. First Schedule

5. Prescribed statements etc.
5.1 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

5.2 This lease is made under, or by reference to, provisions of: Housing Act 1985

6. Term for which the Property is leased
For a term of 250 years from 29 September 1982

7. Premium
TEN THOUSAND POUNDS (£10,000.00)

8. Prohibitions or restrictions on disposing of this lease
This lease does not contain a provision that prohibits or restricts dispositions.

9. Rights of acquisition etc.
9.1 Lessee'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

9.2 Lessee's covenant to (or offer to) surrender this lease None

9.3 Lessor's contractual rights to acquire this lease None

10. Restrictive covenants given in this lease by the Lessor in respect of land other than the Property

None

11. Easements

11.1 Easements granted by this lease for the benefit of the Property Second Schedule

11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Third Schedule

12. Estate rent charge burdening the Property

None

13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number] None

14. Declaration of trust where there is more than one person comprising the Lessee

Complete as necessary

Not Applicable

Updated 15 July 2022

H. M. LAND REGISTRY

LAND REGISTRATION ACT 2002

London Borough : THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA

Title Number : [TITLE NUMBER REDACTED] (Freehold)

Property : [NUMBER REDACTED] Blantyre Tower Worlds End Estate London [POSTCODE REDACTED]

THIS LEASE is made on the date stated in the Prescribed Clauses BETWEEN the Lessor and the Lessee.

DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires the following expressions shall have these meanings

(A) The building means the property known as Blantyre Tower ("the Building") and shown edged blue on the plan numbered 1 attached to this Lease.

(B) The Demised Premises (“the Demised Premises”) means as referred to in the First Schedule hereto.

(C) “the Discount” shall mean a reduction of SEVEN THOUSAND FIVE HUNDRED POUNDS (£7,500.00) from the agreed valuation figure therefore providing the Premium as stated at LR7. If the agreed valuation figure is less than SEVEN THOUSAND FIVE HUNDRED POUNDS (£7,500.00) then there is no Premium payable.

(D) "the Estate" shall mean the land or premises on the Estate comprising yards forecourts dustbin areas enclosures gardens play areas and playgrounds and which is shown edged red on the plan numbered 1 attached to this Lease and reference to it includes any buildings erected on it but subject to any modification which may from time to time be made

(E) "the Lessor" and "the Lessee" includes its and his successors in title. If the Lessee is more than one person then the covenants and obligations on the Lessees’ part shall be construed as joint and several. Lessor shall include any managing agents instructed on behalf of the Lessor now or in the future.

(E) "the Lessor's Director of Finance" shall mean the Lessor's Director of Finance for the time being or other person designated by the Lessor for the purpose

(F) words importing the masculine gender shall where necessary be construed to include the feminine gender and vice versa

(G) words importing the singular number only shall include the plural number and vice versa.

(H) The Lessor is registered at H. M. Land Registry under Title Number referred to in Prescribed Clause 2 as proprietor with Absolute Title of the freehold property in the Royal Borough of Kensington and Chelsea.

(I) The Lessor has granted or intends hereafter to grant within its powers contained in Section 32 of the Housing Act 1985 or its obligations arising under Section 138 of the Housing Act 1985 leases of flats in the Building

(J) This Lease is granted further to the Lessor's obligations arising under Section 138 of the Housing Act 1985

WITNESSES as follows:

1. The Lessee has paid the Lessor the amount stated in Prescribed Clause 7 above and the Lessor accepts that they have received it.

2. The Lessee in YIELDING AND PAYING during the Term the yearly rent of a peppercorn without any deduction and the Lessor in accepting Clause 1 above and through the payment of rents and agreeing to the terms of this Lease by the Lessee HEREBY DEMISES to the Lessee with full title guarantee ALL the premises described in the First Schedule in this Lease ("the Demised Premises") TOGETHER WITH the easements rights and privileges mentioned in the Second Schedule in this Lease but EXCEPTING AND RESERVING as mentioned in the Third Schedule to this Lease for the Lessee TO HOLD the Demised Premises from the date and term referred to in Prescribed Clause 6 above ("the Term").

3. Clause 2 above is subject to any restrictions covenants and stipulations and other matters (if any) in the freehold title of the Estate so far as the same affect the Demised Premises and are now subsisting and capable of being enforced

4. The payment in Clause 2 above will be paid in advance (or arrears as the case may be) on the 1st day of April in each year (if demanded) AND PAYING ALSO as additional rents the service charges which will be proportionate parts of the several costs and expenses mentioned or referred to in the Lessee's covenants in Clause 5.2 and 6.2 of this Lease.

LESSEE COVENENTS

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

5.1 To pay the yearly rents during the Term at the times mentioned above without any deduction.

5.2 To pay to the Lessor without any deduction the proportion of service charge as set out in Schedule 5.

5.3 To pay and discharge all existing and future rates water rates taxes duties charges assessments impositions and outgoings whatsoever (whether imposed by law or otherwise of a national or local character) which may be charged now or at any time during the Term assessed or imposed upon the Demised Premises the Building or Estate AND to insure and keep insured the Lessor in respect of this PROVIDED ALWAYS that any proportion required to be paid for the Demised Premises shall be determined by the Lessor in a fair and equitable manner.

5.4 Promptly to serve on the Lessor a copy of any notice, order or proposal relating to the Demised Premises and served on the Lessee by any national, local or other public authority.

5.5 To comply with such reasonable fire regulations (to include internal regulations as may be required for the Demised Premises) and official notices (including works) as the Lessor may notify you to ensure the safety of the Estate and the Building.

5.6 To obtain all licences permissions and consents and to execute and do all works and things and to bear and pay all expenses required or imposed by any existing or future legislation in respect of any permitted works carried out by the Lessee or occupier of the Demised Premises or any part thereof during the Term and to pay the reasonable fees costs and charges of the Solicitor or of the Surveyor for the time being of the Lessor or other appropriate authority in relation to any planning permission or approval or otherwise in connection with such work and to keep the Lessor fully insured in respect of any breach or non-observance of any of the provisions of this sub-clause or of any licence permission or consent obtained

5.7 In the first year of the date of this Lease and thereafter once in every seven years of the Term and also during the last year of the Term or at the sooner end of this Lease to paint all the walls inside wood and iron work usually painted of the Demised Premises and all additions thereto with two coats of good quality paint in a proper and workmanlike manner.

5.8 At all times during the Term to substantially repair cleanse maintain amend and keep the interior of the Demised Premises and all permitted additions thereto and fixtures and appurtenances thereto including all walls and drains therein and all pipes (excluding district heating radiators and enjoining pipework (if any) and excluding the gas supply pipes from the rising main to the meter) cables (excluding the electricity supply cables from the Electricity Board's fuses to the input side of the meters) and wires within the Demised Premises (or within the Building and exclusively serving the Demised Premises but excluding entryphone handset and enjoining wires and television aerial socket and enjoining wires) and the glazing of any windows of the Demised Premises with all necessary reparations cleansing and amendments whatsoever AND to make good and insure the Lessor in respect of all damage caused to any other part of the Building or to any other part of the Estate through any breach of the Lessee's covenants as per this Lease or the negligence of the Lessee or the servants or agents of the Lessee or of any other persons for the time being in or using the Demised Premises

5.9 Subject to Clause 5.6 above not at any time to cut or remove the main walls or timbers of the Demised Premises unless for the purpose of remedying and making good any defect (for which the Lessee is responsible) which shall be remedied and made good accordingly

5.10 Subject to Clause 5.6

(A) Not at any time to make any structural alterations or structural additions to the Demised Premises nor to carry out any development nor to change the use thereof (within the meaning of any law or otherwise)

(B) Not in any way disconnect alter or add to or interfere with the communal heating or hot water system (where applicable) Lessor.

(C) Not to remove any of the Lessor's fittings

5.11 To permit the Lessor and its authorised surveyors or agents with or without workmen and others by giving three days' previous notice in writing (or immediately in the case of an emergency) at all reasonable times to enter the Demised Premises or any part thereof to view and examine the state of repair and condition of the same and to give or leave on the Demised Premises notice in writing to the Lessee of all defects and wants of repair for which the Lessee is liable AND the Lessee will within the period of three calendar months after such notice or sooner if requested to repair and make good the same according to such notice PROVIDED ALWAYS that if the Lessee shall not remedy the defect or repair within the period specified within the notice it shall be lawful for the Lessor (but without prejudice to the right of re-entry in the clause hereof) to enter upon the Demised Premises and repair the same at the expense of the Lessee in accordance with the covenants and provisions of this Lease and the costs and expenses of such repairs incurred by the Lessor or its agents shall be repaid by the Lessee to the Lessor on demand.

5.12 To pay all reasonable expenses including Solicitors' costs and Surveyors' fees incurred by the Lessor by reason of or incidental to any failure or neglect to perform and observe any of the covenants conditions provisions or agreements of this Lease and on the Lessee's part to be observed and performed including but not limited to the preparation and service of a Notice under Section 146 and Section 147 of the Law of Property Act 1925 NOTWITHSTANDING forfeiture can only be pursued by relief granted by the court

5.13 To permit the Lessor or its Surveyor or agent at any time or times during the last year of the Term to enter the Demised Premises or any part thereof during reasonable hours in the daytime and to make schedules or inventories of the fixtures and fittings or other Lessor's items to be yielded up at the expiration of the Term

5.14 To use and occupy the Demised Premises as a private residence in single occupation.

5.15 Not to allow the Demised Premises to be used for any trade business or professional purpose whatsoever

5.16 Not to use the Demised Premises for any immoral purpose

5.17 Not to exhibit or display nor permit or suffer to be exhibited or displayed any placard notice advertisement plate or other sign whatsoever on the Demised Premises or on any part thereof

5.18 Not to do or permit or suffer to be done upon the Demised Premises or any part thereof any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor or its Lessees and occupiers of the

remainder of the Building or the Estate or the Lessees owners or occupiers of any adjoining or neighbouring house or flat or of the neighbourhood whether or not the same be part of the Estate

5.19 To produce to the Lessor's Solicitor within one calendar month after any such document or instrument shall be executed or shall operate or take effect or purport to operate or take effect a verified copy of every assignment or transfer or mortgage or charge and also every underlease the term which may extend to the last seven years of the Term of this Lease or of the Demised Premises and a verified copy of every assignment of every such underlease and also of every Probate Letters of Administration Order of the Court or other instrument affecting or evidencing a devolution of title as regards the Term or any such underlease as aforesaid and for such registration to pay to the Lessor a reasonable fee in respect of each such document or instrument so produced plus the appropriate amount of Value Added Tax (if applicable).

5.20 In the case of any under-letting of the Demised Premises to provide the Lessor within one calendar month of its execution or grant with full written details of the address and telephone number where the Lessee and the sub-lessee can be contacted and to promptly advise the Lessor in writing of any change in those details during the Term of any or sub-tenancy.

5.21 To ensure that underletting of the Demised Premises or any assignment or underletting of any part thereof contains restrictions similar to those set out in the Fourth Schedule and does not contain terms inconsistent with the terms of the Lease.

5.22 To permit the Lessor and its Surveyor or agent and (as respects work in connection with the Building or any neighbouring or adjoining premises of the Lessor whether or not the same be part of the Estate) its lessees or occupiers with or without workmen and others at all reasonable times during the Term on giving three days' previous notice in writing (or in case of emergency without notice) to enter into and upon the Demised Premises or any part thereof for:- a) the purpose of repairing any part of the Building or any other adjoining premises and for the purpose of making repairing maintaining supporting rebuilding renewing cleansing lighting and keeping in order and good condition all main walls roofs foundations sewers drains pipes district heating radiators (if any) cables watercourses gutters wires television apparatus (if any) windows and window frames (but excluding glazing) balconies (if any) balcony doors and frames (excluding glazing) party or other structures or other conveniences belonging to or serving or used for the Building or the Estate or any part thereof b) for the purpose of laying down maintaining repairing renewing and testing drainage gas and water pipes and electric wires and cables and television apparatus (if any) and for installing (at the Lessor's absolute discretion) and thereafter repairing maintaining improving and renewing an entryphone system to operate at the Building and including the Demised Premises of a type and design approved by the Lessor. c) for the purpose of carrying out any works involved in the discontinuance of the background central heating and/or hot water supply (if any) and the installation of an individual cold water tank (where necessary) AND ALSO for the purpose of carrying

out any works of improvement as provided by Paragraph 1 of the Fifth Schedule of this Lease

5.23 Not to do or permit or suffer to be done any act or thing whereby any policies of insurance of the Demised Premises or of the Building or of any other premises on the Estate shall or may be rendered void or voidable or whereby any premium payable in respect of such insurance is increased

5.24 To observe and ensure that the Lessee's visitors licensees and agents observe the regulations from time to time in force and exhibited at or near each lift (if any) of the Building regarding the operation of the doors and lighting of the lifts (if any) and any other regulations regarding their use

5.25 At the expiration or sooner determination of the Term to peaceably surrender and yield up unto the Lessor ALL AND SINGULAR the Demised Premises painted repaired cleansed maintained amended and kept as aforesaid together with all additions and improvements made thereto in the meantime and all fixtures of every kind in or upon the Demised Premises or which during the Term may be affixed or fastened to or upon the same except the Lessee's fixtures (if any)

5.26 In the event of the Lessor exercising its rights reserved in Paragraph 5, 6 and 8 of the Third Schedule hereto to pay to the Lessor on demand such sum (to be determined by the Lessor) as is properly attributable to the Demised Premises of the cost of such erection or installation and to contribute thereafter to the maintenance repair, renewal and improvement thereof as is provided by 6.2 and the Fifth Schedule of this Lease

5.27 Upon receipt of a notice from the Lessor specifying works which it reasonably requires to be undertaken for the prevention of fire or for facilitating health and safety or security to the Demised Premises the Building or the occupants thereof to undertake such works as are specified in that notice within the time so required PROVIDED ALWAYS that if the Lessee shall default in compliance with that notice and the works are not undertaken within the period so required it shall be lawful for the Lessor with or without agents (but without prejudice to the right of re-entry in Clause 5.11) to enter upon the Demised Premises and undertake the works at the expense of the Lessee in accordance with the covenants and provisions of this lease and the reasonable costs and expenses of such works incurred by the Lessor or its agents shall be repaid by the Lessee to the Lessor on demand

LESSEE FURTHER COVENANTS

6 THE Lessee hereby further covenants with the Lessor and with and for the benefit of the owners lessees and occupiers from time to time during the Term of the other flats in the Building and (so far as is applicable) that the Lessee will at all times hereafter during the Term:-

6.1 to repair maintain and uphold and keep the Demised Premises as to afford all necessary support shelter and protection to all parts of the Building other than the Demised Premises and to afford to the owners lessees or occupiers of the

neighbouring or adjoining flats or of any premises on the Estate or adjoining thereto access for the purposes and subject to the conditions set out in Clause 5.11 and 5.22 hereof

6.2 Contribute and pay to the Lessor a service charge ("the Service Charge") being the appropriate contribution to the annual costs expenses outgoings and matters mentioned in the Fifth Schedule hereto ("the Costs and Expenses") incurred or to be incurred by the Lessor and chargeable to the Lessee in accordance with the Housing Act 1985 or any enactment for the time being amending or replacing the same subject to the following terms and provisions:-

6.2.1 The Lessee shall pay quarterly on the 1st of every calendar month in advance and on account of the Service Charge such interim payments ("the Interim Payments") as shall be demanded by the Lessor from time to time (and which for any period or part period of account during the Term may be based by the Lessor upon and include in whole or in part the Lessor reasonable estimate of the Costs and Expenses) on the usual quarter days the first payment thereof being apportioned as necessary for the period from the date of this Lease up to the next quarter day

6.2.2 An account shall be kept by the Lessor of all the Costs and Expenses for each period of twelve months ending on the 31st day of March during the Term based upon actual sums incurred or disbursed in respect thereof (but including any reserve provision as provided for in the Fifth Schedule and any costs expenditure or outgoings of a periodically recurring nature whenever disbursed incurred or made but which it is reasonable to attribute to the Relevant Period of Account (as hereinafter mentioned)) AND the Lessor's Director of Finance shall certify the total amount of the Costs and Expenses for the period to which the account relates ("the Relevant Period of Account") and shall also certify the Service Charge due from the Lessee to the Lessor pursuant to this sub-clause for the Relevant Period of Account

6.2.3 If the Service Charge certified by the Lessor's Director of Finance as aforesaid for the Relevant Period of Account shall be more or less as the case may be than the total of the Interim Payments made by the Lessee for the Relevant Period of Account, any deficit thus arising shall be paid by the Lessee to the Lessor on demand and any excess shall be credited towards the Service Charge payable by the Lessee for the following period of account.

6.2.4 The Lessor may adopt any reasonable method of ascertaining the said proportion and may adopt different methods in relation to different items of costs and expenses

6.2.5 The provisions of paragraphs 6.2.1 and 6.2.2 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 of the Term

6.3 Observe and perform ALL AND SINGULAR the Management Restrictions and Regulations set forth in the Fourth Schedule hereto (and any reasonable additions or

variations or substitutions now or in the future) as from time to time prescribed by the Lessor as they may consider necessary so far as the same apply to the Demised Premises Building or the Estate

6.4 Observe and perform all restrictions covenants stipulations and other matters (if any) set out in the Charges Register of the Freehold Title of the Estate as aforesaid so far as the same affect the Demised Premises and are now subsisting and capable of being enforced

LESSOR COVENANTS

7 THE Lessor hereby covenants with the Lessee as follows:-

7.1 The Lessee paying the rents hereby reserved and paying to the Lessor the Service Charge covenanted to be paid in Clause 6 hereof and performing and observing the several covenants on the Lessee's part and conditions and agreements 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

7.2 That subject to the Lessee paying the Service Charge referred to in Clause 6.2 and the Lessees contribution as per Schedule 5 hereof:-

7.2.1 The Lessor will at all times during the Term (unless such insurance shall be vitiated or payment of the insurance money refused in whole or in part by any act or default of the Lessee his family servants or agents) insure and keep insured the Building (including the Demised Premises) against loss for all comprehensive risks against which it is normal practice to insure in the full value thereof in such insurance office of repute as the Lessor may decide and in case of destruction of or damage to the Building or any part thereof from any cause covered by such insurance as to make the same unfit for habitation and use to lay out all monies received in respect of such insurance (other than for architects' and surveyors' fees) in rebuilding and reinstating the same as soon as reasonably practicable and the Lessee shall be entitled to inspect the relevant policy by prior appointment with the Lessor's Director of Finance at the offices of the said Director of Finance between the hours of 10am and 4pm

7.2.2 The Lessor will at all times during the Term keep and maintain (and wherever necessary repair, replace, renew, rebuild and improve) the external main walls and windows and window frames (excluding glazing) foundations and the structural divisions between the flats and the balconies (if any) and balcony doors and frames (but excluding glazing) and any service areas or housings at the Building and roof of the Building and the pipes (including the gas supply pipes from the rising main to the meter) cables (including the electric supply cables from the rising main from the Electricity Board's fuses to the input side of the meters) and wires (excluding meters) and the water drainage gas and electricity services and refuse chutes (if any) serving the Building and used in common with the Lessees owners or occupiers of the other flats in the Building (but not the pipes

cables wires services and apparatus (except drains gutters and external pipes) serving the Demised Premises exclusively and the main entrance passages landings staircases access balconies and lifts (including the motor room and apparatus thereof) (if any) in the Building and the private roads accessways paths and forecourts and the Estate (as hereinafter defined) and the boundary fences and walls of the Estate in good and substantial repair and condition except as regards damage caused by or resulting from any act or default of the Lessee or the occupier of the Demised Premises.

7.2.3 PROVIDED ALWAYS AND IT IS EXPRESSLY HEREBY AGREED that subject to the provisions of the Defective Premises Act 1972 or any amendment thereto the Lessor shall not in any way be held responsible or liable for any damage caused by neglect or failure to effect such maintenance or in respect of any damage caused by any defects of or any want of repair to the Building or to the Estate or to any part thereof (including any such pipes cables wires drainage services apparatus or refuse chutes) unless and until notice in writing of any such neglect failure want of repair or defect as aforesaid has been given to the Lessor by or on behalf of the Lessee and the Lessor has failed to make good or remedy such neglect failure want of repair or defect as aforesaid within a reasonable time of receipt of such notice

7.2.4 The Lessor will so far as practicable keep clean and reasonably lighted the common entrance staircases passages balconies and any lift in the Building used or enjoyed by the Lessee in common as aforesaid and will if now it does so and previously it has done so keep the said entrance staircases and passages covered to the same extent as they are now so covered and so far as is reasonably practicable

7.2.5 The Lessor will so often as reasonably required decorate the common main entrance staircases passages and balconies of and in the Building and the exterior wood iron stucco and cement work of the Building in the manner in which the same are at the time of this demise decorated or as near thereto as circumstances permit

7.2.6 Subject to the provisions of the London County Council (General Powers) Act 1949 and any applicable amendments thereto or re-enactments thereof and insofar as it is able legally or otherwise so to do and if now it does or has in writing informed the Lessee that it intends to do the Lessor will so far as practicable provide and maintain background central heating to the Demised Premises (if any) between the hours of 6.30am and 10.30pm during the months October to April inclusive in each year of the Term or between such other times and such other dates as the Lessor may determine and if now it does so or has in writing informed the Lessee that it intends to do so provide a constant supply of hot water and will keep in repair (and where necessary rebuild reinstate renew, replace or improve) any apparatus and installations connected with the provision of such background central heating and hot water supply (if any) but so that the Lessor shall not be liable to the Lessee for any interruption in the provision (if any) of the said background central heating or hot water howsoever caused or for any damage whatsoever caused by or attributable to the said background central heating or

hot water apparatus or installations but in the event of any such interruption caused by any defect in the said apparatus or installations the Lessor will with all reasonable despatch carry out such repairs as may be necessary for the restoration and maintenance of the said background central heating or hot water supply (if any) PROVIDED ALWAYS that the Lessor may at its absolute discretion discontinue such background central heating and/or hot water supply (if any) for such time as is reasonably necessary in the event of the Lessor wishing to install independent systems providing central heating and/or hot water at the Demised Premises at the expense of the Lessee (or otherwise if the Lessor so agrees) or such other systems as the Lessor desires AND for the avoidance of doubt it is declared that in the event of the Lessor so wishing and doing:-

7.2.6.1 that it shall have the right of entry to the Demised Premises for such purpose pursuant to Clause 5.22 hereof and

7.2.6.2 that it shall do such work with as little damage disturbance and inconvenience as possible and that the Lessor shall be responsible for making good any such damage to the Lessor's satisfaction caused at his expense

7.2.6.3 that it shall not be liable in any way for failing to provide such background central heating and/or hot water supply (if any) during such period as is reasonable to carry out such installations and

7.2.6.4 Subject to Schedule 5 the Lessee shall be liable for the costs in maintenance and repair of the pipes installations apparatus and equipment connected with such central heating and/or hot water supply as is so installed by the Lessor and shall deliver up the same in good and substantial repair

7.2.6.5 that upon the Lessor so installing independent central heating or hot water systems or otherwise the Lessee shall be liable in respect of payment for the running thereof in the sense of gas electricity or oil bills or whatsoever and the Lessee will pay such bills as are chargeable direct to the relevant provider

7.2.7 The Lessor will so far as it is able so to do maintain in good repair (and wherever necessary repair, replace, renew, rebuild and improve) any communal aerials cables or other installations (whether on the Building or any other part of the Estate) which now or may hereafter serve the Demised Premises for the purpose of television or other wireless transmissions

7.2.8 The Lessor will so far as they are able to do so and subject always to the provisions of Clause 8.5.2 hereof and in so far as the same exist at the Estate at the date hereof or may at the absolute discretion of the Lessor be provided at the Estate hereafter or from time to time maintain the services of a porter or porters at the Estate (including where applicable the provision of accommodation premises (at the Estate or elsewhere) and uniform for such porter or porters) PROVIDED THAT the Lessee shall not employ any such porter or porters to perform any personal services for the Lessee

7.2.9 The Lessor will so far as it is able so to do and wherever necessary maintain, repair, replace, renew, rebuild and improve any facilities or services or any parts

of (not previously mentioned herein) the Building and the Estate previously enjoyed by the Lessee in common with others during his term of the Demised Premises

7.2.10 NOTWITHSTANDING that the Lessor so far as it is able to do so will maintain in good repair (and wherever necessary repair, replace, renew, rebuild and improve) any parts of the Estate and Building for the safety (to include but not limited to security and fire safety) of the Estate and Building.

7.3 That any leases which may be granted in the future by the Lessor of other flats in the Building or in any buildings elsewhere on the Estate shall be in similar form to this Lease or in as similar form as the circumstances or law shall permit

7.4 That (if so required by the Lessee and in so far as it is able so to do) the Lessor will enforce any such covenants similar to those mentioned in Clauses 5 and 6 hereof which have been entered into or are to be entered into by the lessees of other flats in the Building or other flats elsewhere on the Estate subject to the Lessee indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may reasonably require.

PROVISO

8 PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:

8.1 If and whenever the said yearly rents or other payments hereby reserved or made payable or any of them or any part thereof shall be in arrear and unpaid for twenty-one days after the same shall have become due (whether formally demanded or not) or if and whenever the Lessee shall fail or neglect to perform and observe any of the covenants conditions provisions or agreements of this Lease then and in every such case the Lessor may at any time thereafter re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon the Term shall absolutely determine and the Lessor may peaceably hold and enjoy the Demised Premises henceforth as if these presents had not been made but without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants on the part of the Lessee herein contained.

8.2 That every wall separating the Demised Premises from any adjoining flat in the Building (not being a structural wall of the Building) shall be a party wall severed medially and shall be included in the Demised Premises as far only as the medial plane thereof

8.3 If and so long as the other flats (or any of them) in the Building or elsewhere on the Estate have not been or at any time are not sold or disposed of the Lessor shall be at full and unrestricted liberty to continue or to renew the Tenancy Agreements with the Lessor's existing tenants or occupiers of such other flats or to enter into or create new agreements in respect thereof in such form and upon such terms and conditions as the Lessor in its absolute discretion shall think fit and neither the grant of this Lease nor any terms or provisions hereof shall operate or be construed in any way to fetter the

Lessor's said right to let or otherwise deal with the other flats in the Building or elsewhere on the Estate or to impose an obligation upon the Lessor to grant a lease of the other flats in the Building or elsewhere on the Estate on any particular terms or conditions or in any particular form except as provided in Clause 7.3 hereof

8.4 Section 196 of the Law of Property Act 1925 shall apply as regards to the service of any notice hereunder as if such notice were a notice authorised or required by that Act

8.5 Notwithstanding anything herein contained but subject to the provisions of the Housing Act 1985 the Lessor shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessor in respect of

8.5.1 any interruption in any services hereinbefore mentioned by reason of necessary repair or maintenance of any installation or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Lessor's control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or

8.5.2 any act omission or negligence of any porter attendant (if any) or other servant or agent of the Lessor in or about the performance or purported performance of any duty relating to the provision of the said services or any of them

9 IT IS HEREBY FURTHER AGREED that in the event of the rents or any other payments or any part thereof due from the Lessee to the Lessor pursuant to the terms hereof not being paid within twenty-one days appointed for payment including dispute (whether formally demanded or not) the said rents sums or any other payments or any part thereof unpaid as aforesaid shall bear interest at the rate of 4% per annum above the National Westminster Bank Plc base rate from time to time prevailing from the date when the same becomes due until the date of actual payment whether after or before any judgements and such interest shall for all purposes be treated as rent in arrears and be recoverable by distress or other process of law

10 The Lessor and the Lessee hereby jointly apply to the Chief Land Registrar to enter upon the Register of the Title of the Demised Premises Notice of the Covenants by the Lessee as contained in Clause 5.26 hereof

11 IT IS HEREBY CERTIFIED that there is no Agreement for Lease to which this Lease gives effect

12

12.1 For the purposes of this Lease electronic sealing is defined as being anything in electronic form which is incorporated into or otherwise logically associated with any electronic communication or electronic data and which purports to be used by the individual creating it to sign

12.2 The Lessor and the Lessee each hereby agree that for the purposes of execution of this Lease an electronic seal or signature and an electronically signed authentication of the seal, as appropriate, via a Digital Transaction Management Platform is the equivalent to a 'wet ink' seal/signature of the Council and shall be accepted by the Lessee and

that further to completion of this Lease the Lessee will accept from the Lessor a duly dated electronically emailed copy of the electronically executed and initialled Lease as being the original Lease in this matter and the Lessee shall email to the Lessor a pdf copy of the copy of a traditionally signed and dated copy of this Lease signed by the Lessee and shall send the original traditionally signed and dated copy of this Lease by post to the Lessor

IN WITNESS whereof the parties hereto have executed this Deed as their Deed the day and year first hereinbefore written.

[Plan One — estate plan]

[Plan Two — estate plan and floor plan]

THE FIRST SCHEDULE hereinbefore referred to

The Demised Premises

ALL THAT flat being and known as Flat Number [NUMBER REDACTED] on the [FLOOR REDACTED] floor of the Building on the plan numbered 2 attached hereto and thereon edged red AND INCLUDING (for the purpose of obligation as well as grant):-

(1) external doors and door frames

(2) the internal plastered coverings and plaster work of the walls bounding the flat and the internal doors and door frames and the glass in the windows of the Demised Premises and the glass in the balcony doors (if any)

(3) (subject to Clause 8.1 hereof) the walls and partitions lying within the flat and the plastered coverings and plaster work of such walls and partitions and the doors and door frames fitted in such walls and partitions

(4) the plastered coverings and plaster work of the ceilings and the floorboards and other surfaces of the floors thereof

(5) all pipes cables wires and conduits which are laid in any part of the Building (including the Demised Premises) and which serve exclusively the flat and for the repair of which the Lessee is responsible hereunder and

(6) all fixtures and fittings in or about the flat (other than Lessee's fixtures and fittings) and not hereinafter expressly excluded

BUT EXCLUDING

(1) any part or parts of the Building (other than any pipes cables wires and conduits expressly included) lying above the said surfaces of the ceilings or below the said floor surfaces

(2) any of the main timbers and joists of the Building and any of the walls or partitions therein (whether internal or external) except the walls and partitions lying within the flat (and such of the plastered surfaces thereof and the doors and door frames fitted therein) as are expressly included in the flat

(3) any balconies and balcony doors and frames (but including in the demise any glass therein) and fire escape staircase (if any)

(4) any pipes cables wires and conduits in the Building which do not serve exclusively the flat

(5) windows and window frames (but not the glass therein) and

(6) district heating radiators and enjoining pipework entryphone and enjoining wires communal television aerial sockets and enjoining wires

THE SECOND SCHEDULE hereinbefore referred to

Easements Rights and Privileges

1.

1.1 FULL and free right and liberty of ingress to and egress from the Demised Premises on foot only for the Lessee and all persons authorised by him in common with all other persons having the like right at all times over along and through such of the main entrances passages access balconies (if any) stairs and lift (if any) of the Building as lead to the Demised Premises TOGETHER WITH the right in common with all other persons having the like right to pass and repass on foot only over and along such of the private roads accessways paths and forecourts on the Estate as are shown shaded grey on the plan numbered 1 annexed hereto as are accessible to and from the Demised Premises

1.2 The right in common with all other persons entitled to the like privilege to use such part or parts of the Estate (if any) as are accessible to and from the Demised Premises PROVIDED THAT: -

(A) such use shall be for the purpose only for which the Estate are respectively provided and

(B) such use shall at all times be exercised and enjoyed subject to and in conformity with such consent licence regulations and restrictions as the Lessor may give or impose from time to time and in any event in a proper manner which does not cause offence or constitute a nuisance to the Lessor Lessees owners or occupiers of the Estate

2. THE right to lateral and (where applicable) subjacent support and to shelter and protection from the other parts of the Building

3. FULL free and uninterrupted running and passage of gas water electricity other piped fuel and services and soil from and to the Demised Premises in and through the pipes wires cables meters conduits drains tanks and sewers which now are or may be at any time during the Term under or passing through the Building or any part thereof or other parts of the Estate PROVIDED THAT the aforesaid right to the passage of water shall so far as the same relates to the supply of main water (whether or not through any tank or cistern) to the Demised Premises be subject to the payment by the Lessee to the Lessor or to the Water Board as the case may require of the water rate assessed in respect of the Demised Premises

4. SUBJECT to the terms of the Tenancy Agreements insofar as they may be applicable to allow such a right for the Lessee with servants workmen and others at all reasonable times upon giving three days' previous notice in writing (or in the case of emergency without notice) to enter into and upon other parts of the Building or the Estate for the purposes of: -

4.1 (insofar as such may be the responsibility of the Lessee hereunder) repairing cleansing maintaining or renewing any such pipes wires cables conduits drains and tanks or

4.2 carrying out permitted alterations or necessary repairs and maintenance to the Demised Premises in all cases causing as little disturbance as possible and making good any damage caused

5. SUBJECT to the terms of the Tenancy Agreements insofar as they may be applicable the benefit in common with the other persons entitled thereto of any covenant or agreement entered into by the lessee of any other flat in the Building or elsewhere on the Estate with the Lessor for the observance of the said Management Restrictions and Regulations set out in the Fourth Schedule hereto

6. THE right (so far as the Lessor is capable of granting the same) to connect any wireless or television set on the Demised Premises with any aerials cables or installations which may be now or hereafter provided by or on behalf of the Lessor for the purpose PROVIDED THAT nothing herein contained shall place an obligation upon the Lessor to provide or erect any such aerials cables or installations at the Building or at the Estate or in the Demised Premises

7. THE right (so far as the Lessor is capable of granting the same) to use any entryphone system cables or installation which may now or hereafter operate at the Building PROVIDED THAT nothing herein contained shall place an obligation upon the Lessor to provide or install any entryphone system cables or installation at the Building or in the Demised Premises

8. THE right to use any refuse chutes dust containers or dustbins if provided for the purpose by the Lessor for the disposal of dust or refuse from the Demised Premises

9. THE right so far as the Lessor is capable of granting the same to use in common with all other persons entitled to the like right or privilege any facilities or services previously enjoyed by the Lessee during his Secure Tenancy (as defined in the Housing Act 1985) of the Demised Premises

10. THE right to use the balcony (if any) which adjoins the Demised Premises

THE THIRD SCHEDULE hereinbefore referred to

Exceptions and Reservations

THERE ARE EXCEPTED AND RESERVED out of this Lease to the Lessor Lessees owners and occupiers of the other flats comprised in the Building and as the case may require of other premises forming part of the Estate: -

1. THE right to subjacent and lateral support and to shelter and protection from the Demised Premises for the other parts of the Building

2. FULL free and uninterrupted passage and running of gas water electricity and other services and soil in and through the pipes wires cables conduits drains tanks and sewers which now are or may at any time during the Term be in under or passing through the Demised Premises

3. THE right for the Lessor the Lessees owners and occupiers of the other flats comprised in the Building or other premises forming part of the Estate and their duly

authorised surveyors or agents with or without servants workmen and others at all reasonable times upon giving three days' previous notice in writing (or in the case of emergency without notice) to enter into and upon the Demised Premises for the purpose of:-

3.1 repairing cleansing maintaining or renewing any such pipes cables conduits drains tanks and sewers or

3.2 repairing and maintaining and carrying out permitted alterations or other building works to the Building or to any of the other flats comprised therein or for carrying out any such work as aforesaid to any other premises forming part of the Estate in all cases causing as little disturbance as possible and making good any damage caused

4. THE right for the Lessor and its surveyors or agents with or without workmen and others at all reasonable times on giving three days' previous notice in writing (except in the case of emergency) to enter the Demised Premises for the purpose of carrying out its obligations under Clause 7 of this Lease

5. THE right for the Lessor and any person authorised by it to erect and maintain or (if already erected) to keep and maintain such wireless and television aerial or aerials booster apparatus cables or other related installation in the roof space (if any and insofar as it may have been demised) or on any part of the Building (whether or not in the Demised Premises) as the Lessor may deem appropriate for the use of the Lessees owners or occupiers of the Building or any premises elsewhere on the Estate and for that purpose the right to install run keep use maintain repair and replace any necessary wires or cables connecting such aerial or aerials booster apparatus cables or other installations to the receiving sets in any other flat or premises comprised in the Building or elsewhere on the Estate through across or over the Demised Premises and the right for the Lessor or its agents or servants to enter with or without workmen upon the Demised Premises on the giving of reasonable notice to perform and exercise the rights reserved in this paragraph

6. THE right for the Lessor or any person authorised by it to install at any time during the Term or (if already installed) to keep any entryphone system or similar security measures at the Building for use of all Lessees owners or occupiers of the Building and the right for that purpose to install keep use maintain repair improve and replace any necessary apparatus or cables on through or over the Demised Premises and the right for the Lessor or its agents or servants to enter with or without workmen upon the Demised Premises on the giving of reasonable notice to perform and exercise the rights reserved in this paragraph

7. THE right for the Lessor or any person authorised by it to install at any time during the Term an individual cold water tank in the Demised Premises

8. THE right for the Lessor or any person authorised by it to carry out any improvement to the Building or Estate or any part thereof at any time during the Term and the right to install keep use maintain repair and replace any necessary plant installations pipes apparatus or cables on through or over the Demised Premises for sprinkler systems alarm systems or other works of health or safety for the benefit of the Building or any

part thereof and the right for the Lessor or its agents or servants to enter with or without workmen upon the Demised Premises on the giving of reasonable notice to perform and exercise the rights reserved in this paragraph

9. THE right for the Lessor to alter add to or rebuild any adjoining or neighbouring property whether or not forming part of the Estate now or hereafter belonging to the Lessor or any part of the Building NOTWITHSTANDING that such alteration addition to or rebuilding may interfere with or diminish the amount of light or air enjoyed by the Building or the Demised Premises

10. ALL rights of light air or any other easements in under or over the Demised Premises now enjoyed by the other parts of the Building or by any other building premises or part of the Estate

11. THE right for the Lessor to substitute divert or otherwise alter the roads (if any) and pedestrian accessways on the Estate and the said sewers drains pipes wires and cables through and along which the Lessee is hereinbefore given rights

12. THE right for the Lessor to agree with any adjoining or adjacent occupier variations in the boundaries of the Estate (but not the Demised Premises) and to make variations to any rights of way or access over the Estate or over any adjoining property and to any of the gardens communal amenity areas or any other communal facilities on the Estate other than the Demised Premises.

THE FOURTH SCHEDULE

Management Restrictions and Regulations

1. THE Lessee shall not on any account whatsoever leave or permit to be left any items whatsoever upon or obstructing any part of the Building (including the lifts thereof (if any)) or the staircases passages landings authorised fire escapes balconies or entrances thereof or the accessways leading thereto used in common with other lessees' owners or occupiers or elsewhere on any part of the Estate

2. THE Lessee shall keep all taps baths washbasins water closets cisterns sinks and waste pipes in the Demised Premises clear and open and shall be responsible for all damage caused through the improper use thereof or negligence of himself or his servants in respect thereof AND all defects in the Demised Premises of which the Lessee becomes aware and which may in any way affect the other flats in other parts of the Building or any other premises forming part of the Estate shall be forthwith notified by the Lessee to the Lessor

3. THE Lessee shall at all times during the Term keep all windows of the Demised Premises properly cleansed AND in particular shall clean all the windows once at least in every year and at all times will keep properly emptied and scoured all closet pipes sinks and drains which are not used in common with other occupiers of the Building and immediately after litter or clutter shall have been made on the staircases passages landings balconies entrances or accessways of the Building or on the Estate or any

part thereof shall remove the same and clean up any part of the Building or of the Estate so disordered by the Lessee

4. THE Lessee shall not alter any heating or water supply system (if any is provided) or (without the consent of the Lessor) any electric wiring

5. THE lessee shall not fix any items and/ or signage to the external of the building or communal areas

6. THE Lessee should pay all utility charges associated with services provided to the Demised Premises and such charges should be payable directly to the utility company AND in the event of such charges or other outgoings on the Demised Premises being chargeable to the Lessor then the Lessee shall repay the same to the Lessor on demand.

7. NO child or other person (being a person under the Lessee's control) shall loiter in any entrance accessway (lift (if any)) passage landing balcony or staircase of the Building or any other building on the Estate

8. NO animal shall be kept upon the Demised Premises without the permission in writing of the Lessor being first obtained If obtained the said permission may be withdrawn by the Lessor at any time in its absolute discretion.

9. To prevent the spread of fire between your flat and the common parts, the lessee must ensure the front entrance door to the property is a 30-minute fire-resistant front doorset. The doorset must, at all times, comply with the relevant standard to meet the Building Regulations Requirements Approved Document B: Fire Safety Volume 1 & Volume 2

10. The Lessee shall not make any undue noise in the Demised Premises at any time nor make nor permit any musical or other sound audible outside the Demised Premises nor play or use nor permit to be played or used any musical instrument of any kind between the hours of 11pm and 8am or at any other time so as to cause annoyance to the Lessees owners or occupiers of any of the flats comprised in the Building or so as to cause annoyance elsewhere on the Estate-11. No clothes linen food or other articles or thing may be hung or exposed outside the Demised Premises and no carpet or mat shall be shaken from any window of or outside the Demised Premises

12. The Lessee shall furnish and keep furnished all windows of the Demised Premises

13. the Lessee at reasonable hours must dispose of all waste in the refuse chutes and or bins provided (including recycling) and all items must be disposed of in bags and the lessee is responsible for making their own arrangements for the disposal of bulky items

14. You must have appropriate floor coverings (e.g. carpets etc) throughout the Property in all rooms, this does not include wooden, laminate or tile flooring, except for kitchens and bathrooms. If there are extenuating circumstances, you will need to seek the permission of the Landlord who will assess the matter on a case by case basis.

15. ENTRANCE doors to the Demised Premises shall be kept shut and where keys are provided garden gates (if any) shall be kept locked at all times

16. The Lessee shall:

16.1 not park or permit any member of his family or his servants agents visitors or any other person to park any motorcycle or vehicle on the Estate without the permission of the Council

16.2 at no time park leave or permit any member of his family or his servants agents visitors or any other person to park or leave any caravan cart trailer boat or (subject to sub-paragraph (i) of this paragraph) any motor-cycle or other vehicle on the Estate or any part thereof

17. THE Lessor shall be under no liability to the Lessee his family guest's servants or visitors in respect of loss or damage to any article or thing deposited in any storage place which may be provided by the Lessor in or near the Building AND the Lessee shall indemnify the Lessor against all claims actions or proceedings whatsoever in respect of any such loss or damage

18. ANY dispute that may arise between the Lessee and the Lessees owners or occupiers of any of the other flats in the Building or other premises forming part of the Estate shall be referred to the Lessor whose decision on the dispute shall be accepted as final and binding

19. The Lessee shall not use permit suffer or allow the Demised Premises or any part thereof to be advertised marketed hired licensed or occupied for short-term use, where "short-term" means that any period of hire or licence or occupation is for a period of fewer than 90 consecutive days by the same person(s)

20. ANY of the above Restrictions or Regulations may be altered by the Lessor as and when the Lessor shall consider necessary, but such alterations shall not be binding on the Lessee until made known to the Lessee in writing by the Lessor

THE FIFTH SCHEDULE

Costs Expenses Outgoings and Matters in respect of which the Lessee is to contribute

1. ALL costs and expenses (including Value Added Tax thereon) where applicable of any repairing, replacing, renewing, rebuilding, maintaining and improving the Demised Premises Building or Estate or any of the parts thereof made by the Lessor for the purposes of good estate management.

2. All costs and expenses (including Value Added Tax thereon) where applicable and any interest charges incurred or to be incurred by the Lessor for the purpose of complying or in connection with the fulfilment of their obligations under clauses 6 and 7 of this Lease including such reasonable part of all such costs and expenses in respect thereof which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the commencement of the Term or otherwise and also including such sums or contribution to such sums as may be reasonably required to be set aside each year to make reserve provision for depreciation or future or contingent liabilities or anticipated expenditure in connection with their said obligations it being a matter for

the Lessor's absolute discretion whether to require or make any such reserve provision at all

3. ALL rates taxes and outgoings (if any) payable by the Lessor in respect of the roads accessways paths forecourts out-buildings (if any) and the Estate and to be used by the Lessee under the terms hereof in common with the Lessor and the Lessees owners and occupiers of the Building and the other parts of the Estate and (if any) the boiler houses bulk refuse storage areas and estate offices shown cross-hatched black on plan number 1 annexed hereto or shown by broken line on that plan if at a level other than the level for which that plan is drawn

4. THE reasonable cost of management of the Lessor's housing stock and of the Building and the said roads accessways paths forecourts outbuildings (if any) and the Estate and (if any) the boiler houses bulk refuse storage areas and estate offices shown cross hatched black on plan number 1 annexed hereto or shown by broken line on that plan if at a level other than the level for which that plan is drawn and the Lessor's reasonable general administration expenses in respect thereof (including any solicitors' costs or surveyors' fees)

5. The cost of employing a managing agent or surveyor to manage the Building and to collect the rents and service charge in respect of flats and houses therein and to carry out such other duties as may from time to time be assigned to him by the Lessor to otherwise imposed on him by the provision of this lease.

6. ALL costs and expenses incurred by the Lessor in connection with the repair and maintenance of the boundary walls and fences (if any) of the Estate

THE COMMON SEAL of THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA was hereunto affixed in the presence of:-

[Council seal]

[Signature redacted]
Principal Solicitor
[REFERENCE REDACTED]

Voluntary Lease Extension

Lease of a FLAT in a BLOCK on an ESTATE

DATED 23 March 2023

THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA

- to -

[PRIVATE PERSON]

LEASE - of -

Flat No. [NUMBER REDACTED] Blantyre Tower on the Words End Estate London [POSTCODE REDACTED] in The Royal Borough of Kensington and Chelsea

From: 29/9/1982

Expiring: 28/9/2232

Rent: a peppercorn per annum exclusive

[PRIVATE PERSON]
Director of Law
Bi-Borough Legal Services
The Royal Borough of Kensington and Chelsea
The Town Hall
Hornton Street
LONDON, W8 7NX

Ref: [REFERENCE REDACTED]