SPECIMEN LEASE

UPPER BLANTYRE WALK – LEASE DATED 12 DECEMBER 1988

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1971

London Borough THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA
Title No.
Property [NUMBER REDACTED] UPPER BLANTYRE WALK WORLDS END ESTATE LONDON W10

THIS LEASE is made the 12th day of December One thousand nine hundred and eighty-eight BETWEEN THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA of the Town Hall Kensington London W8 7NX (hereinafter called "the Lessors") of the one part and [PRIVATE PERSON] and [PRIVATE PERSON] both of [NUMBER REDACTED] Upper Blantyre Walk (hereinafter called "the Lessee") of the other part

WHEREAS:-

(1) The Lessors are registered at H.M. Land Registry under Title Number [TITLE NUMBER REDACTED] as proprietors with Absolute Title of the freehold property in the Royal Borough of Kensington and Chelsea comprised in such title and which is known as the Worlds End Estate (hereinafter called "the Estate") and which is shown for identification purposes only edged red on the plan numbered 1A annexed hereto and on part of which said property is situate the Building and premises comprising flats and common parts (hereinafter called "the Building") and shown for identification purposes only coloured blue on the plans numbered 1A and 1B annexed hereto

(2) The Building is now or has lately been wholly or partly occupied by tenants of the Lessors under leases and tenancy agreements (hereinafter called "the tenancy agreements")

(3) The Lessors have granted or intend hereafter to grant pursuant to either their powers contained in Section 104 of the Housing Act 1957 (as amended) or their obligations arising under Section 138 of the Housing Act 1985 leases of flats in the Building

(4) This Lease is granted pursuant to the Lessors' obligations arising under Section 138 of the Housing Act 1985

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of FIFTY FIVE THOUSAND POUNDS (£55,000) paid to the Lessors by the Lessee (the receipt whereof the Lessors hereby acknowledge) and of the rents and covenants on the part of the Lessee and conditions hereinafter reserved and contained the Lessors HEREBY DEMISE unto the Lessee ALL THAT the premises described in the First Schedule hereto (all which premises are hereinafter referred to as "the demised premises") TOGETHER WITH the easements rights and privileges mentioned in the Second Schedule hereto subject as mentioned in the said Second Schedule but EXCEPTING AND RESERVING as mentioned in the Third Schedule hereto TO HOLD the demised premises unto the Lessee from the 29th day of September One thousand nine hundred and eighty-two for the term of ONE HUNDRED AND TWENTY FIVE YEARS (hereinafter called "the said term") subject to the restrictions covenants and stipulations and other matters (if any) set out in the Charges Register of the aforesaid freehold title of the Estate so far as the same affect the demised premises and are now subsisting and capable of being enforced YIELDING AND PAYING therefor during the said term the yearly rent of TEN POUNDS (£10) such rent in each year of the said term to be paid without any deduction whatsoever in advance on the 25th day of March in each year the first of such payments or a due proportion thereof to be paid on the date hereof

2. THE Lessee hereby covenants with the Lessors as follows:

(i) To pay the said yearly rent during the said term at the times and in manner aforesaid without any deduction

(ii) To pay and discharge all existing and future rates water rates taxes duties charges assessments impositions and outgoings whatsoever (whether imposed by statute or otherwise of a national or local character and whether of the nature of capital or revenue and even though of a wholly novel character) which may now or at any time during the said term be charged assessed or imposed upon the demised premises or any part thereof or upon the owner or occupier in respect thereof and the proportion attributable to the demised premises of any such existing and future rates water rates taxes duties charges assessments impositions and outgoings as aforesaid now or at any time during the said term charged assessed or imposed upon the owner or occupier of or in respect of the Building or the Estate AND to indemnify and keep indemnified the Lessors in respect thereof PROVIDED ALWAYS such proportion attributable to the demised premises shall be determined by the

Lessors in their absolute discretion and their decision shall be final and binding

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

(iv) 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 said term and to pay the reasonable fees costs and charges of the Solicitor or of the Surveyor for the time being of the Lessors or other appropriate authority in relation to any planning permission or approval or otherwise in connection therewith and to keep the Lessors fully indemnified in respect of any breach or non-observance of any of the provisions of this sub-clause or of the provisions of any licence permission or consent obtained

(v) In the year One thousand nine hundred and eighty-nine and thereafter once in every seven years of the said term and also during the last year or at the sooner determination thereof to paint all the 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 AND ALSO with every such internal painting to whiten colour wash distemper grain varnish paper and otherwise decorate in a proper and workmanlike

manner all such internal parts of the demised premises as have been or ought properly to be so treated

(vi) From time to time and at all times during the said term well and substantially to repair cleanse maintain amend and keep the interior

Plans

[Diagram placeholder · Plan 1B — estate plan]

[Diagram placeholder · Plan 2 — fourth and fifth floors]

[Diagram placeholder · Plan 1A — estate layout]

of the demised premises and all permitted additions thereto and fixtures therein and appurtenances thereto belonging 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 indemnify the Lessors 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 herein contained or through use by 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

(vii) Subject to any consent which may be given under Sub-clause (viii) of this Clause not at any time to cut maim or remove the main walls or timbers of the demised premises unless for the purpose of remedying and making good any defect therein (for which the Lessee is responsible) which shall be remedied and made good accordingly

(viii) Not at any time to make any structural alterations or structural additions to the demised premises nor to carry out any development thereto nor to change the user thereof (within the meaning of any statute statutory instrument regulation order byelaw or authority for the time being relating to Town and Country Planning or otherwise) nor in any way alter or add to or interfere with the district heating or hot water system (where

applicable) or to remove any of the Lessors' fittings without the previous consent of the Lessors in writing

(ix) To permit the Lessors and their duly authorised surveyors or agents with or without workmen and others upon giving three days' previous notice in writing (except in emergency) at all reasonable times to enter into and upon 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 reparation then and there found for which the Lessee is liable hereunder AND the Lessee will within the period of three calendar months after such notice or sooner if requested repair and make good the same according to such notice and the covenant in that behalf hereinbefore contained PROVIDED ALWAYS that if the Lessee shall at any time make default in the performance of any of the covenants herein contained for or relating to the repair of the demised premises or any part thereof or if the defect or wants of reparation specified in a notice given as aforesaid are not remedied by the Lessee within the period required in the said notice it shall be lawful for the Lessors (but without prejudice to the right of re-entry in Clause 5(i) hereof contained) to enter upon the demised premises and repair the same at the expense of the Lessee in accordance with the covenants and provisions of these presents and the costs and expenses of such repairs incurred by the Lessors or their agents shall be repaid by the Lessee to the Lessors on demand

(x) To pay all expenses (including Solicitors' costs and Surveyors' fees) incurred by the Lessors incidental to the preparation and service of a Notice under Section 146 of the Law of Property Act 1925 NOTWITHSTANDING forfeiture is avoided otherwise than by relief granted by the court

(xi) To permit the Lessors or their Surveyor or agent at any time or times during the last year of the said 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 Lessors items to be yielded up at the expiration of the said term

(xii) To use and occupy the demised premises as a private dwelling and for no other purpose and in particular but without prejudice to the generality of this restriction not to allow the demised premises to be used for any trade business or professional purpose

whatsoever and not to use the demised premises for any immoral purpose and 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

(xiii) 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 Lessors or their lessees tenants and occupiers of the remainder of the Building or the Estate or the lessees tenants 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

(xiv) To produce for the purpose of registration to the Lessors Solicitor within one calendar month after any such document or instrument as is hereinafter mentioned 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 of this Lease or of the demised premises AND ALSO of every underlease of the demised premises the term whereof will or may extend to the last seven years of the said term 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 said term or any such underlease as aforesaid and for such registration to pay to such Solicitor a fee of Ten Pounds in respect of each such document or instrument so produced plus the appropriate amount of Value Added Tax (if applicable)

(xv) To permit the Lessors and their Surveyor or agent and (as respects work in connection with the Building or any neighbouring or adjoining premises of the Lessors whether or not the same be part of the Estate) their lessees tenants or occupiers with or without workmen and others at all reasonable times during the said 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 the purpose of repairing any part of the Building or any other adjoining or contiguous 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 AND ALSO 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 similar purposes and for installing (at the Lessors absolute discretion) and thereafter repairing maintaining and renewing an entryphone system to operate at the Building and including the demised premises of a type and design approved by the Lessors AND ALSO 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)

(xvi) 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

(xvii) To observe and ensure that the Lessee's visitors licensees servants 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

(xviii) At the expiration or sooner determination of the said term to peaceably surrender and yield up unto the Lessors 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 said term may be affixed or fastened to or upon the same except tenants fixtures

(xix) On a disposal within the first three years from the grant of this lease by way of assignment of this lease or the grant of a sub-lease for a term of more than twenty-one years otherwise than at a rack rent whether or not any such disposal is of the whole of any part of the demised premises or on the grant of an option (or on the Lessee entering any other agreement) enabling a person to call for any such disposal to pay to the Lessors on demand a sum equal to the discount received by the Lessee on the grant of this

lease but reduced by one third (1/3) of that discount for each complete year which has elapsed after the grant of this Lease and before the disposal If there is more than one such disposal then the provisions of this sub-clause shall apply only on the first of them For the purpose of clarification the following are not disposals falling within this sub-clause

(a) a disposal of the whole of the property by way of an assignment of the lease and the person or each of the persons to whom it is made is a qualifying person

(b) a vesting of the whole of the property in a person taking under a will or on an intestacy

(c) a disposal of the whole of the property in pursuance of an order under Section 24 of the Matrimonial Causes Act 1973 or Section 2 of the Inheritance (Provision for Family and Dependants) Act 1975

(d) if the property is acquired compulsorily or by a person who has made or would have made or for whom another person has made or would have made a compulsory purchase order authorising its compulsory purchase for the purposes for which it is acquired or

(e) the property disposed of is land included in the property by virtue of Section 184 of the Housing Act 1985

A person is a qualifying person in relation to a disposal if he

(i) is the person or one of the persons by whom it is made

(ii) is the spouse or a former spouse of that person or one of those persons or

(iii) is a member of the family of that person or one of those persons and has resided with him throughout the period of twelve months ending with the disposal

(XX) Upon any transaction or disposition to which the Lessee is a party or over which the Lessee has any control involving a change or a contract for a change in the ownership or occupation of the demised premises (except in the case of an underletting for a period not exceeding three years) to ensure that the person becoming or contracting to become as a result of such transaction or disposition the lessee underlessee or occupier of the demised premises enters into direct and binding covenants in a form to be approved by the Lessors Solicitor with the Lessors to observe and perform the covenants conditions restrictions regulations

obligations and agreements herein contained or referred to or hereby implied and on the part of the Lessee to be observed and performed (including such as do not run with this Lease or the reversion thereof) and to pay the Lessors' Solicitor's proper charges and disbursements relating to the preparation and completion of any deeds or documents which shall be necessary for the purpose of compliance with this sub-clause

(xxi) In the event of the Lessors exercising their rights reserved in Paragraph 5 of the Third Schedule hereto to erect and install wireless and television aerials apparatus cables or wires at the Building or the Estate to pay to the Lessors on demand such sum (to be determined by the Lessors) as is properly attributable to the demised premises of the cost of such erection or installation and to contribute thereafter to the maintenance repair and renewal thereof as is provided by Clause 3(ii) and the Fifth Schedule of this Lease

(xxii) In the event of the Lessors exercising their rights reserved in paragraph 6 of the Third Schedule hereto to install an entryphone system at the Building to pay to the Lessors on demand such sum (to be determined by the Lessors) as is properly attributable to the demised premises of the cost of such installation and to contribute thereafter to the maintenance repair and renewal thereof as is provided by Clause 3(ii) and the Fifth Schedule of this Lease

3. THE Lessee hereby further covenants with the Lessors and with and for the benefit of the owners lessees and occupiers from time to time during the currency of the said term of the other flats comprised in the Building and (so far as is applicable) with and for the benefit of the owners lessees and occupiers of any other premises forming part of the Estate that the Lessee will at all times hereafter during the said term:

(i) So 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 2(xv) hereof

(ii) Contribute and pay to the Lessors a Service charge (hereinafter referred to as "the Service Charge") being the appropriate contribution to the annual costs expenses outgoings

and matters mentioned in the Fifth Schedule hereto (hereinafter referred to as "the said costs and expenses") incurred or to be incurred by the Lessors 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:

(a) The Lessee shall pay quarterly in advance and on account of the Service Charge such Interim Payments (hereinafter referred to as "the Interim Payments") as shall be demanded by the Lessors from time to time (and which for any period or part period of account during the said term hereby granted may be based by the Lessors upon and include in whole or in part the Lessors reasonable estimate of the said 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 the next quarter day

(b) An account shall be kept by the Lessors of all the said costs and expenses for each period of twelve months ending on the 31st day of March during the said term based upon actual sums incurred or disbursed in respect thereof (but including any reserve provision considered reasonable to cover future contingencies liabilities or anticipated outgoings 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 Lessors Director of Finance shall certify the total amount of the said costs and expenses for the period to which the account relates (hereinafter referred to as "the Relevant Period of Account") and shall also certify the Service Charge due from the Lessee to the Lessors pursuant to this sub-clause for the Relevant Period of Account AND the said certificate of the Lessors Director of Finance as to the amount of the Service Charge shall insofar as may be permitted by law be conclusive and binding upon the Lessee

(c) If the Service Charge certified by the Lessors 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 Lessors on demand and any excess shall be refunded to the Lessee or credited towards the Service Charge payable by the Lessee for the next following period of account

(d) The provisions of paragraphs (b) and (c) of this sub-clause shall continue to apply notwithstanding the expiration or sooner determination of the said term but only in respect of the period down to such expiration or sooner determination of the said term

(iii) Observe and perform ALL AND SINGULAR the Management Restrictions and Regulations set forth in the Fourth Schedule hereto and also any Regulations for the. use of the Outside Areas of the Estate (as hereinafter defined) as from time to time prescribed by the Lessors Director of Housing including any reasonable additions to or reasonable variations of or substitutions for the said Management Restrictions and Regulations (notice of which shall have been given to the Lessee) as the Lessors' Director of Housing may consider necessary so far as the same apply to the demised premises

(iv) 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

4. THE Lessors hereby covenant with the Lessee as follows:

(i) The Lessee paying the rent hereby reserved and paying to the Lessors the Service Charge covenanted to be paid in Clause 3(ii) 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 said term without any interruption by the Lessors or any person rightfully claiming under or in trust for them

(ii) That subject to the Lessee paying the Service Charge referred to in Clause 3(ii) hereof:

(a) The Lessors will at all times during the said 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 or damage by fire and such other risks (if any) as the Lessors shall deem desirable or expedient in the full value thereof in such insurance office of repute as the Lessors 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 Lessors' Director of Finance at the offices of the said Director of Finance between the hours of 10 am and 4 pm

(b) The Lessors will at all times during the said term keep and maintain (and wherever necessary rebuild reinstate renew and replace all worn and damaged parts) the external main walls and windows and window frames (excluding glazing) foundations and the structural divisions between the flats and the balconies (if any) together with the balcony doors and frames (but excluding glazing) and any services' 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 tenants 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 alone) the main entrance passages landings staircases access balconies and lifts (including the motor room and apparatus thereof) (if any) enjoyed or used by the Lessee in common with the lessees tenants or occupiers of the other flats at the Building and the private roads accessways paths forecourts and the Outside Areas of the Estate (as hereinafter defined) used in common with the other lessees tenants owners or occupiers of any premises forming part of the Estate 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 PROVIDED ALWAYS AND IT IS EXPRESSLY HEREBY AGREED that subject to

the provisions of the Defective Premises Act 1972 or any amendment thereto the Lessors 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 Lessors by or on behalf of the Lessee and the Lessors have 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

(c) The Lessors will so far as practicable keep clean and reasonably lighted the entrance staircases passages balconies and any lift in the Building used or enjoyed by the Lessee in common as aforesaid and will if now they do so and previously they have done so keep the said entrance staircases and passages covered with carpet to the same extent as they are now so covered and so far as is reasonably practicable

(d) The Lessors 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

(e) 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 they are able legally or otherwise so to do and if now they do or have in writing informed the Lessee that they intend to do the Lessors will so far as practicable provide and maintain background central heating to the demised premises between the hours of 6.30 a.m. and 10.30 p.m. during the months October to April inclusive in each year of the said term or between such other times and such other dates as the Lessors may determine and if now they do so or have in writing informed the Lessee that they intend to do so provide a constant supply of hot water and will keep in repair (and where necessary rebuild reinstate renew and replace all worn and damaged parts) any apparatus installations connected with the provision of such background central heating and hot water supply (if any) but so that the Lessors 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 Lessors 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 Lessors may at their 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 Lessors 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 Lessors so agree) or such other systems as the Lessors desire AND for the avoidance of doubt it is declared that in the. event of the Lessors so wishing and doing:-

(i) that they shall have the right of entry to the demised premises for such purpose pursuant to Clause 2(xv) hereof and

(ii) that they shall do such work with as little damage disturbance and inconvenience as possible and that the Lessee shall be responsible for making good any such damage caused at his expense and

(iii) that they 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

(iv) that the Lessee shall be liable for the 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 Lessors and shall deliver up the same in good and substantial repair

(v) that upon the Lessors 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 authority

(f) The Lessors so far as they are able so to do will maintain in good repair (and where necessary rebuild reinstate renew and replace all worn and damaged parts) any entryphone system or installation and the cables thereof which may now or hereafter operate at the Building

(g) The Lessors will so far as they are able so to do maintain in good repair (and where necessary rebuild reinstate renew and replace all worn and damaged parts) 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

(h) The Lessors will so far as they are able to do so and subject always to the provisions of Clause 5(vi) hereof and in so far as the same exist at the Estate at the date hereof or may at the absolute discretion of the Lessors 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

(i) The Lessors will so far as they are able so to do repair renew and maintain any facilities or services (not previously mentioned herein) at the Building and the Estate previously enjoyed by the Lessee in common with others during his Secure Tenancy (as defined by the Housing Act 1985) of the demised premises

(iii) That any leases which may be granted in the future by the Lessors 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

(iv) That (if so required by the Lessee and in so far as they are able so to do) the Lessors will enforce any such covenants similar to those mentioned in Clauses 2 and 3 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 Lessors against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessors may reasonably require

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:-

(i) If and whenever the said yearly rent 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 and on the Lessee's part to be observed and performed then and in every such case the Lessors 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 hereby granted shall absolutely determine and the Lessors may peaceably hold and enjoy the demised premises thenceforth as if these presents had not been made but without prejudice to any right of action or remedy of the Lessors in respect of any breach of the covenants on the part of the Lessee herein contained

(ii) 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

(iii) 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 Lessors shall be at full and unrestricted liberty to continue or to renew the tenancy agreements with the Lessors 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 Lessors in their 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 Lessors' 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 Lessors 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 4(iii) hereof

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

(v) Unless the context otherwise requires the following expressions appearing herein and in the Schedules hereto shall have the meanings hereby assigned to them that is to say:

a) "the Lessors" and the "the Lessee" includes their and his successors in title

b) "the Lessors' Director of Finance" shall mean the Lessors' Director of Finance for the time being or other person designated by the Lessors for the purpose

c) "The Lessors' Director of Housing" shall mean the Lessors' Director of Housing for the time being or other person designated by the Lessors for the purpose

d) "the Outside Areas of the Estate" shall mean the land or premises on the Estate shown by broken hatching on the said plans numbered 1A and 1B annexed hereto comprising yards forecourts dustbin areas enclosures gardens play areas and playgrounds and used during the Lessee's Secure Tenancy (as defined by the Housing Act 1985) or intended to be used in common with the lessees tenants owners or occupiers of all buildings or premises on the Estate and shall include any structures erected or items growing or cultivated thereon and also (if any) the land or premises on the Estate shown diagonally hatched black on the same plan comprising (if any) communal laundries and estate play centres

e) words importing the masculine gender only shall include the feminine gender

f) words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expression "the Lessee" covenants expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally

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

(a) 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 Lessors 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

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

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

THE FIRST SCHEDULE hereinbefore referred to

The Demised Premises

ALL THAT flat being and known as Flat Number [NUMBER REDACTED] on the fourth and fifth floors of the Building as the same is for the purposes of identification only delineated on the plan numbered 2 attached hereto and thereon edged red and including (for the purpose of obligation as well as grant):-

(i) the internal plastered coverings and plaster work of the walls bounding the flat and the doors and door frames and the glass in the windows of the demised premises and the balcony doors (if any)

(ii) (subject to Clause 5(ii) 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 and

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

(iv) 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

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

BUT EXCLUDING

(a) 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

(b) 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

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

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

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

(f) 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. (i) 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 the main entrances passages access balconies (if any) stairs and lift (if any) of the Building leading 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 the footpaths and accessways on the Estate shown shaded grey on the plan numbered 1A annexed hereto

(ii) The right in common with all other persons entitled to the like privilege to use the Outside Areas of the Estate (if any) as defined in Clause 5(v)(d) of this Lease PROVIDED that

(a) such use shall be for the purpose only for which the Outside Areas of 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 Lessors or their Director of Housing 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 Lessors lessees tenants 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 and other 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 said 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 Lessors 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 the right for the Lessee with servants workmen and others at all reasonable times upon giving three days' previous notice in writing (or in the case of emergency without notice) to enter into and upon other parts of the Building or the Estate for the purposes of:

(i) (in so far 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

(ii) 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 Lessors for the observance of the said Management Restrictions and Regulations set out in the Fourth Schedule hereto

6. THE right (so far as the Lessors are 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 Lessors for the purpose PROVIDED that nothing herein contained shall place an obligation upon the Lessors 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 Lessors are 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 Lessors 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 Lessors 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

11. ALL the above easements rights and privileges are subject to and conditional upon the Lessee contributing and paying the Service Charge as provided in Clause 3(ii) and the Fifth Schedule of this Lease

THE THIRD SCHEDULE hereinbefore referred to

Exceptions and Reservations

THERE ARE EXCEPTED AND RESERVED out of this Lease to the Lessors and owners lessees tenants 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 said term be in under or passing through the demised premises

3. THE right for the Lessors the owners lessees tenants 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:

(i) repairing cleansing maintaining or renewing any such pipes cables conduits drains tanks and sewers or

(ii) 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 Lessors and their 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 their obligations under Clause 4 of this Lease

5. THE right for the Lessors and any person authorised by them 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 in so far as it may have been demised) or on any part of the Building (whether or not in the demised premises) as the Lessors may deem appropriate for the use of the lessees tenants 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 Lessors or their 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 Lessors or any person authorised by them to install at any time during the said term hereby granted or (if already installed) to keep any entry-phone system at the Building for use of all lessees tenants owners or occupiers of the Building and the right for that purpose to install keep use maintain repair and replace any necessary apparatus or cables on through or over the demised premises and the right for the Lessors or their 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 Lessors or any person authorised by them to install at any time during the term hereby granted an individual cold water tank in the demised premises

8. THE right for the Lessors 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 Lessors 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

9. 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

10. THE right for the Lessors 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

11. THE right for the Lessors 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 hereinbefore referred to

Management Restrictions and Regulations

1. THE Lessee shall not on any account whatsoever leave or permit to be left any invalid carriage or chair or any bicycle perambulator mailcart box parcel refuse rubbish or any article 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 tenants 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 themselves or their 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 Lessors

3. THE Lessee shall at all times during the said term keep all windows of the demised premises properly cleansed AND in particular shall clean all the windows once at least in every month 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 disorder shall have been made on the staircases passages landings balconies entrances or accessways of the Building or on the Outside Areas of 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 affix to any window of the demised premises whether externally or internally any venetian or other blind except of such a colour and construction as shall previously be approved by the Lessors which approval shall not be unreasonably withheld

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

6. THE Lessee shall not without the previous consent in writing of the Lessors at any time fix or place any aerial wires poles or

projections or any other articles notices signs pictures legend plates placards or advertisements or any other things outside the demised premises or any part thereof or on any other part of the Estate

7. THE Lessee shall pay to the companies or authorities supplying gas electricity and other services consumed or used in the demised premises their charges for the same in accordance with their meters situate in the Building or in the demised premises AND in the event of such charges or other outgoings on the demised premises being chargeable to the Lessors then the Lessee shall repay the same to the Lessors on demand

8. 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

9. NO bird dog or other animal shall be kept upon the demised premises without the permission in writing of the Lessors being first obtained If obtained the said permission may be withdrawn by the Lessors at any time in their absolute discretion

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 11 p.m. and 8 a.m. or at any other time so as to cause annoyance to the lessees tenants 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 shall empty sanitary buckets into the refuse chutes dust containers or dust bins if provided by the Lessors for the purpose at reasonable hours and shall ensure that no rubbish is shot upon the ground or floor AND all rubbish deposited in the dust chute (if any) shall be wrapped and arrangements must be made for the disposal of articles too bulky for the chute

14. THE Lessee shall carpet and provide a suitable underlay to the living room and bedrooms of the demised premises to the full extent of the floor area of each of the said rooms

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. (i) THE Lessee shall not park or permit any member of his family or his servants agents visitors or any other person to park any motor-cycle or vehicle on the Estate except with the consent and licence of the Lessors Director of Housing

(ii) THE Lessee shall 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 Lessors shall be under no liability to the Lessee his family guests 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 Lessors in or near the Building AND the Lessee shall indemnify the Lessors 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 owners lessees tenants or occupiers of any of the other flats in the Building or other premises forming part of the Estate shall be referred to the Lessors' Director of Housing whose decision on the dispute shall be accepted as final and binding

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

THE FIFTH SCHEDULE hereinbefore referred to

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 and any interest charges incurred or to be incurred by the Lessors for the purpose of complying or in connection with the fulfilment of their obligations under sub-clause (ii) of Clause 4 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 said term or otherwise and also including such sums or contribution to such sums as are reasonably required to be set aside each year to make provision for depreciation or future or contingent liabilities or anticipated expenditure in connection with their said obligations BUT EXCLUDING

(i) the costs of carrying out repairs amounting to the making good of structural defects

(ii) the costs of making good any structural defects and

(iii) the costs of insuring against such repairs or structural defects

unless such repairs or structural defects referred to in (i) and (ii) above have been notified by the Lessors to the Lessee before the date hereof or the. Lessors have become aware of them more than ten years from the date hereof in either of which cases the costs referred to in (i) (ii) and (iii) above shall not be excluded

2. ALL rates taxes and outgoings (if any) payable by the Lessors in respect of the roads accessways paths forecourts out-buildings (if any) and the Outside Areas of the Estate and used by the Lessee under the terms hereof in common with the Lessors and the lessees tenants 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 plans number 1A and 1B annexed hereto or shown by broken line on that plan if at a level other than the level for which that plan is drawn

3. THE cost of management of the Building and the said roads accessways paths forecourts outbuildings (if any) and the Outside Areas of the Estate and (if any) the boiler houses bulk refuse storage areas and estate offices shown cross hatched black on plans number 1A and 1B 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 Lessors' general administration expenses in respect thereof (including any solicitors costs or surveyors fees)

4. ALL costs and expenses incurred by the Lessors 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:

[Signature redacted]
[PRIVATE PERSON]
ASSISTANT TOWN CLERK

R.T.B.
Lease of a FLAT
in a BLOCK
on an ESTATE

DATED 12th December 1988

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

- to -

[PRIVATE PERSON] and
[PRIVATE PERSON]

L E A S E

- of -

Flat No. [NUMBER REDACTED] Upper Blantyre Walk on the Worlds End Estate in the Royal Borough of Kensington and Chelsea

From:	29th September 1982
Term:	125 Years
Expiring:	28th September 2107
Rent:	£10.00 p.a. exclusive

Borough Solicitor
The Town Hall
Kensington
London W8

Our Ref: [REFERENCE REDACTED]