

PRESCRIBED CLAUSES

LR1. Date of lease

.....

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LAN50785

LR2.2 Other title numbers

None.

LR3. Parties to this lease

Landlord

TEWITFIELD MARINA LTD

Registered Office:

2 LAPWING HOUSE, TEWITFIELD MARINA, CHAPEL LANE, CARNFORTH, LA6 XXX

Company Number: 5823988

Tenant

XXXXXXXXXX

Registered Office:

Company Number:

Other parties

None.

LR4. 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.

See the definition of "Premises" in *Clause 1.22* of this lease.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The term as specified in this lease at *Clause 1.32* in the definition of "the Term".

LR7. Premium

£ XXXXXXXXX

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements as specified in *the Second Schedule* of this lease.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in *the Third Schedule* of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. 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

“No disposition of the registered estate by the proprietor of the registered estate (other than a charge) or by the proprietor of any registered charge is to be registered without a certificate signed on behalf of the proprietor of title number LAN50785 by the proprietor or by an officer of the proprietor or a solicitor acting on its behalf that the provisions of clause 5.3.2 of the Registered Lease have been complied with”

LR14. Declaration of trust where there is more than one person comprising the Tenant

DATED _____ **XXXX**

(1) TEWITFIELD MARINA LIMITED

(2) XXXXXXXX

LEASE

- relating to -

XXXXX House Chapel Lane Carnforth Lancashire LA6 XXX

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H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1997

COUNTY AND DISTRICT :
TITLE NUMBER :
PROPERTY : **XXXXXX House**, Chapel Lane, Carnforth, LA6 1GQ

PARTICULARS

DATE OF LEASE: **XXX**

- 1 **THE LANDLORD** **TEWITFIELD MARINA LIMITED** whose registered office is 2 LAPWING HOUSE, TEWITFIELD MARINA, CHAPEL LANE, CARNFORTH, LA6 1GP
- 2 **TENANT** **XXXXXX** whose registered office is
- 3 **THE ESTATE** The land and buildings and Marina at Tewitfield Marina, Nr Carnforth being the whole of the land registered under the above Title Number including (where the context so admits) the Building the Common Parts and each and every other part thereof together with such larger area in the vicinity of the Building or such smaller area which the Landlord shall from

time to time desire to be included within this definition

- 4 **THE PROPERTY** XXXXX House Chapel Lane Carnforth Lancashire LA6 1GQ
- 5 **PREMIUM** xxx HUNDRED & xxxxxx THOUSAND POUNDS (£XXX,000.00)
- 6 **ANNUAL RENT** £300 per annum subject to review in accordance with the Seventh Schedule
- 7 **TENANTS SHARE OF TOTAL EXPENDITURE** XXXXX % Percentum of the Estate Service Charge and XXXX % Percentum of the Sewerage Service Charge or in each case such other fair and equitable percentage of Total Expenditure as the Landlord shall notify to the Tenant from time to time and this procedure may be repeated as often as necessary
- 8 **TERM** 250 years from 1st January 2008

THIS LEASE made on the date stated in the Particulars **BETWEEN** (1) the Landlord specified in Paragraph 1 of the Particulars ("the Landlord") and (2) the person or persons specified in Paragraph 2 of the Particulars ("the Tenant")

WITNESSES as follows:-

1 DEFINITIONS

In this Deed the following expressions have where the context so admits or requires the following meanings:-

- 1.3 **“the Accounting Period”** shall mean a period commencing on the 1st day of January and ending on the 31st day of December in any year or such other period as the Landlord shall from time to time specify
- 1.4 **“the Annual Rent”** means the annual rent specified in Paragraph 6 of the Particulars
- 1.5 **“the Bin Store”** means the nearest convenient bin store to the Premises as allocated from time to time by the Landlord (if any)
- 1.6 **“the Building”** means on the Estate of which the Premises forms part
- 1.7 **“the Car Park”** means the area within the Estate designated by the Landlord from time to time for the parking of motor vehicles and for the avoidance of doubt no part of this car park will form part of the demise and the Landlord reserves the right to vary the car parking space allocated to the Tenant.
- 1.8 **“the Common Parts”** means all those parts of the Estate available for the common use of two or more tenants at the Estate or members of the public including but without prejudice to the generality of the foregoing access roads walkways gates gardens landscaped areas main entrances corridors landings staircases the Bin Store and bicycle shed security video plant boxes communal television aerial cable television and all other areas and facilities provided by the Landlord for the common use of tenants of the Estate and their visitors but excluding (for the avoidance of doubt) any areas to which any tenant has been granted exclusive rights

- 1.9 **“Conducting Media”** means sewers drains pipes wires cables ducts water-courses, meters, tanks, pumps, aerials, substations and any other types of conducting media from time to time used for the passage/supply of soil water gas (if any) electricity telephone radio television signals security and entry phone installations air conditioning and ventilation or other services of any kind either now existing or created at any time within the Perpetuity Period and any fixtures and fittings connected to or forming part of any Conducting Media
- 1.10 **“the Estate Services”** means the services specified in Part I of the Sixth Schedule
- 1.11 **“the Estate Service Charge”** means the proportion of Total Expenditure attributable to the provision of the Estate Services
- 1.12 **“the Excepted Rights”** means the easements rights and privileges specified in the Third Schedule
- 1.13 **“the Included Rights”** means the easements rights and privileges specified in the Second Schedule to be exercised in common with all others entitled thereto
- 1.14 **“the Insured Risks”** means such of the following risks against which the Landlord can effect insurance on reasonable terms in the UK insurance market:-
- 1.14.6 fire explosion storm tempest lightning flood burst pipes falling trees branches and malicious damage and such other risks as the Landlord shall think fit and for additional risks and for greater amounts as the Tenant or any of the Owners may reasonably require for the cost of reinstatement (including all professional fees debris removal and site clearance and the cost of work which may be necessary by or by virtue of any Act of Parliament) and
- 1.14.7 liability of the Landlord arising out of or in connection with any matter involving or relating to the Estate including without prejudice to the generality of the foregoing property owners employers and public liability and
- 1.14.8 the loss of Annual Rent payable under this Lease from time to time for such period as the Landlord may from time to time reasonably deem to be necessary for the purposes of planning and carrying out rebuilding or reinstatement
- 1.15 **“Interest”** means interest at the Prescribed Rate during the period beginning on the first day on which the relevant sum is due ending on the date on which payment is made whether before or after judgment compounded on the usual quarter days
- 1.16 **“the Interim Charge”** means such sum or sums to be paid six monthly in advance on account of the Tenant’s Share of Total Expenditure in respect of each Accounting Period as the Landlord shall specify to be a fair interim payment PROVIDED THAT if it should appear necessary or appropriate to the Landlord to adjust the Interim Charge during any Accounting Period the Interim Charge may be increased or decreased (as the case may be) by the relevant adjustment being made to the amount of Interim Charge demanded at any time and shall include the anticipated Tenant’s Share of Total Expenditure for the next six months
- 1.17 **“the Landlord”** means the person for the time being entitled to the reversion expectant on the determination of the Term

- 1.18 **“the Lease”** means the Lease and any documentation supplemental hereto
- 1.19 **“the Owners”** means the tenants and their successors in title of the dwellings on the Estate
- 1.20 **“the Parking Spaces”** means the areas on the Estate set aside from time to time for the purposes of private car parking all such private motor cars to be parked on the parking space must be taxed and tested for normal road use and the parking of commercial vehicles vans pick-up’s caravettes trailers caravans unroadworthy vehicles boats and boat trailers will not be permitted or allowed to be parked on any of the parking spaces no part of the parking space will form part of the demise under this Lease and the allocation of a parking space number does not construe that that parking space is to be exclusively used for the benefit of the premises and the Landlord reserves the right to re-allocate a parking space upon giving 24 hours notice
- 1.21 **“the Perpetuity Period”** means the first eighty years of the Term
- 1.22 **“Plan One and Plan Two”** means the plans annexed hereto and marked as such Plan 1 for the Premies and Plan 2 for the Estate
- 1.23 **“the Planning Acts”** means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 or any modification extension or re-enactment thereof
- 1.24 **“the Premises”** means the Property referred to in Paragraph 4 of the Particulars
- 1.25 **“the Premium”** means the sum of money specified in Paragraph 5 of the Particulars
- 1.26 **“the Prescribed Rate”** means 4% per annum above the base lending rate from time to time of Natwest Bank plc (or such other bank being a member of the committee of London clearing banks as Landlord being entitled to the interest may nominate) calculated on a daily basis or if that base lending rate is no longer published or available for use 4% per annum above such other comparable rate of interest as the Landlord being entitled to the interest reasonably specifies
- 1.27 **“Schedule”** means the relevant schedule to this Lease and **“Clause”** means the relevant clause to this Lease but the clause headings shall not affect the interpretation hereof
- 1.28 **“the Service Charge”** means the percentage of the Estate Service Charge and the Sewerage Service Charge specified in Paragraph 7 of the Particulars of the Total Expenditure
- 1.29 **“the Services”** means the services set out in the Sixth Schedule
- 1.30 **“the Sewerage Services”** means the services specified in Part II of the Sixth Schedule
- 1.31 **“the Sewerage Service Charge”** means the proportion of the Total Expenditure attributable to the provision of the Sewerage Services
- 1.32 **“the Sewerage System”** means the sewerage treatment plant together with Conducting Media installed, repaired or replaced from time to time by the Landlord on the Estate used for the passage and treatment of soil from the Building and for other buildings on the Estate

- 1.33 **“the Tenant”** means the Tenant for the time being entitled to the Term and where the Tenant consists of two or more persons all covenants and agreements by or with the Tenant shall be construed as being covenants by and with such persons jointly and severally
- 1.34 **“the Term”** means the term of years specified in Paragraph 8 of the Particulars
- 1.35 **“Total Expenditure”** means the total expenditure reasonably and properly incurred by the Landlord in any Accounting Period in providing the Services and may include any other costs and expenses properly incurred in connection therewith including (without prejudice to the generality of the foregoing):-
- 1.35.6 the costs of employing any managing agents and administering and providing Company Secretarial services to the Landlord including the provisions of audits and annual returns
 - 1.35.7 the costs of any Accountant or Surveyor employed to determine the Total Expenditure and the amount thereof payable by the Tenant under the terms of this Lease
 - 1.35.8 any interest or other charges arising from the Landlord borrowing money to enable it to carry out its obligations under the terms of this Lease
 - 1.35.9 all Value Added Tax or other similar tax payable by the Landlord in respect of the Services insofar as the same is not recoverable by the Landlord as an input
 - 1.35.10 the cost of calculating the service charge and the payments on account payable and the issue of the certificates referred to in the Fifth Schedule the preparation of accounts and audits made for the purpose and of recovering service charges and payments from the Owners
 - 1.35.11 the costs and expenses incurred in any tribunal in connection with the performance of the Landlord’s obligations and powers contained in this Lease
 - 1.35.12 all professional charges fees and expenses payable by the Landlord in respect of the matters mentioned in paragraphs 1.30.1 1.30.2 and 1.30.5 above insofar as not specifically charged in the Sixth Schedule

2 DEMISE AND RENT

In consideration of the Premium paid to the Landlord by the Tenant on or before the execution hereof (the receipt whereof the Landlord hereby acknowledges) and of the respective rents and the covenants hereinafter reserved and contained the Landlord HEREBY DEMISES with Full Title Guarantee unto the Tenant ALL THOSE the Premises TOGETHER WITH the Included Rights but EXCEPT AND RESERVING unto the Landlord and the Owners the Excepted Rights TO HOLD the Premises unto the Tenant for the Term YIELDING AND PAYING therefor yearly during the Term the Annual Rent and by way of further rent such sums of Interim Charge and Service Charge as are payable in accordance with the provisions of clauses 3 and 4 hereof SUBJECT TO the matters contained or referred to in the registers of the Title Number to the Estate insofar as they relate to or affect the Premises

3 TENANT'S COVENANT TO PAY RENT

3.1 The Tenant HEREBY COVENANTS with the Landlord to pay the Annual Rent by annual payments in advance on the first day of February in each year (the first payment to be made on the date hereof in respect of the period from the date hereof until the next payment date) without any deduction and without any right of set-off whether legal or equitable

3.2 If requested by the Landlord the Tenant shall pay the Annual Rent by bankers draft or other means of automatic transmission of funds to a bank account nominated by the Landlord from time to time

4 TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord

4.3 Interest

To pay to the Landlord on demand Interest accruing in respect of any of the sums due from the Tenant to the Landlord under this Lease (whether or not lawfully demanded) which remain unpaid for more than 14 days after becoming due whether or not any such sums have been refused by the Landlord so as not to waive any breach of covenant

4.4 To pay outgoings

To pay all rates taxes duties assessments charges impositions and outgoings whether or not of a novel nature which may now or at any time be assessed charged or imposed upon the Premises or any part thereof or the owner or occupier in respect thereof

4.5 To permit entry

To permit the Landlord and its duly authorised surveyors or agents with or without workmen at all reasonable times by appointment (but at any time in case of emergency) to enter into and upon the Premises or any part thereof for the purpose of viewing and examining the state of repair thereof

4.6 To repair on notice

In accordance with the Tenant's covenants in that behalf hereinafter contained to repair decorate and make good all defects in the repair decoration and condition of the Premises of which notice in writing shall be given by the Landlord to the Tenant within two calendar months next after the giving of such notice

4.7 Alterations

4.7.6 Not to make any structural alterations or additions to the Premises or any part thereof or any alterations to the exterior of the Premises and not to alter the colour texture or

appearance of any glass in the windows and not to change any colour of paint work varnish

4.7.7 Not to make any internal non-structural alterations or additions without first having received the Landlord's written consent which shall not be unreasonably withheld including the addition of any television radio or other receiving equipment which must not be affixed to the exterior of the premises

4.8 **Landlords Right of entry**

To permit the Landlord and/or its or their agents at all reasonable times with or without workmen and others to enter upon the Premises to inspect repair decorate maintain reinstate alter or develop the Estate at the expense of the Tenant (but so that no such entry repair decoration maintenance or reinstatement shall prejudice the right of re-entry under the provisions hereinafter contained) and to repay to the Landlord on demand the cost of such repair decoration maintenance or reinstatement (including any Solicitors' Counsels' and Surveyors' costs and fees reasonably incurred by the Landlord in respect of the Premises) such cost to be recoverable by the Landlord as a debt and as if the same were rent in arrear

4.9 **To pay Service Charge**

Pay to the Landlord the Interim Charge and the Service Charge at the times and in the manner provided in the Fifth Schedule hereto both such charges to be recoverable in default as rent in arrear

4.10 **Costs of Notice under S.146 & 147**

To pay to the Landlord all costs charges and expenses including Solicitors' Counsels' and Surveyors' costs and fees at any time during the Term incurred by the Landlord in or in reasonable contemplation of any proceedings in respect of this Lease under Section 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereof including in particular all such costs charges expenses of and incidental to the preparation and service of a notice under the said Sections and of and incidental to the inspection of the Premises and the drawing up of schedules of dilapidations such costs charges and expenses as aforesaid to be payable notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

4.9 **Notices**

Upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the Premises or any part thereof whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any 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 the

Tenant so to do to comply therewith at the Tenant's own expense and forthwith to deliver to the Landlord a true copy of such notice order direction or other thing and if so required by the Landlord at the joint expense of the Landlord and the Tenant to join with the Landlord in making such representation to that or any other appropriate authority or Court concerning any requirement or proposal affecting the Premises or any part of the Estate as the Landlord may reasonably consider desirable and to join with the Landlord in making representation to that or any other appropriate authority or court concerning any requirement or proposal affecting the Premises or any part of the Estate as the Landlord may reasonably consider desirable and to join with the Landlord in any such appeal or application to the Court against such notice order direction or other thing as the Landlord may reasonably consider desirable

4.10 Planning Requirements

4.10.1 Not at any time to do or permit or suffer to be done any act matter or thing on or in respect of the Premises which contravenes the provisions of the Planning Acts and to keep the Landlord indemnified against all claims demands and liabilities in respect thereof

4.10.2 Not to raise any objection to the stopping up or closure of any Public Highway or road serving the Estate subject to being granted an alternative right of way in accordance with clause 7 of the Third Schedule to this Lease.

4.10.3 Not to raise any objection to any planning application made by the Landlord its successors or assigns (or any company in the same group as the Landlord or any legal entity associated with the Landlord) in respect of the Estate or any land neighbouring or adjoining the Estate.

4.11 To comply with statutes

To comply in all respects at the Tenant's own cost with the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any authority or the appropriate Minister or Court so far as the same affect the Premises (whether the same are to be complied with by the Landlord the Tenant or the occupier) and forthwith to give notice in writing to the Landlord of the giving of such order direction or requirement as aforesaid and to keep the Landlord indemnified against all claims demands and liabilities in respect thereof

4.12 To notify defects

To notify the Landlord immediately on becoming aware of any defect in the Building or the Common Parts including any immediate neighbouring property

4.13 To yield up

At the expiration or sooner determination of the Term quietly to yield up unto the Landlord the Premises in such repair and condition as hereby provided together with all additions and improvements thereto made in the meantime and all fixtures (other than Tenant's fixtures) in or upon or which during the Term may be placed in or upon the same

5 TENANT'S FURTHER COVENANTS

The Tenant HEREBY COVENANTS with the Landlord and as a separate covenant with and for the benefit of the Owners that throughout the Term the Tenant will:-

5.1 Repair

Repair maintain renew uphold and keep the Premises and all parts thereof including so far as the same form part of or are within the Premises all window glass and door including the entrance door to the Premises locks fastenings and hinges sanitary water gas and electrical apparatus and walls ceilings drains pipes wires and cables and all fixtures and additions together with the surface of the balcony patio or terrace if any adjoining or forming part of the Premises and the railings fencing or other feature enclosing the same other than the external painted or treated surfaces thereof (but excluding any external wall of any premises adjoining) in good and substantial repair and condition save as to damage in respect of which the Landlord is entitled to claim under any policy of insurance maintained by the Landlord in accordance with the covenant in that behalf hereinafter contained except insofar as such policy may have been vitiated by the act or default of the Tenant or any person claiming through the Tenant or his or their servants agents licensees or invitees

5.2 Decoration

In every fifth year calculated from the commencement of the Term and in the last year of the Term (howsoever determined) to paint with two coats of good quality paint or paper varnish colour grain and whitewash (as appropriate) the interior of the Premises

5.3 Assignment and Underletting

5.3.1 Not at any time to assign transfer sublet charge part with or share possession of part only of the Premises or of all or part of the Included Rights

5.3.2 Not to assign transfer underlet or part with or share possession of the whole of the Premises:

5.3.2.1 without in the case of any underletting the written consent of the Landlord which shall not be unreasonably withheld

5.3.2.2 without first paying all rents and other sums due to the Landlord

5.3.2.3 except upon such terms that the underlessee shall be liable to pay throughout the term of such underlease not less than the aggregate of the Annual Rent hereby reserved and the Interim Charge and the Service Charge

5.3.2.4 in the case of an assignment transfer or other disposal other than an underletting the Landlord and the assignee transferee or disponent completing a Deed of Covenant in the form set out in the Eighth Schedule and the Landlord and the Tenant hereby apply to the Chief Land Registrar for the entry of a restriction in the Proprietorship Register of the above title “No disposition of the registered estate by the proprietor of the registered estate (other than a charge) or by the proprietor of any registered charge is to be registered without a certificate signed on behalf of the proprietor of title number LAN50785 by the proprietor or by an officer of the proprietor or a solicitor acting on its behalf that the provisions of clause 5.3.2 of the Registered Lease have been complied with”
Provided that no consent shall be required in respect of an underletting of the whole of the Premises by means of an assured shorthold tenancy for a term no greater than 6 months

5.4 **Registration Assignments etc.**

Upon every underletting of the Premises and upon every assignment or transfer thereof or mortgage or charge thereon and upon the grant of probate or letters of administration affecting the term hereby granted and upon the devolution of any such term under any assent or other instrument or otherwise howsoever or by any Order of the Court within one month thereafter to give to the Landlord notice in writing of such underletting assignment transfer charge grant assent or order together with a certified copy thereof and of the name and place or places of abode of such under-lessee or under-lessees or the person or persons in whom the Term hereby granted shall have become vested or to whom it shall have become charged or mortgaged as aforesaid and to procure to the Landlord every such document as aforesaid and to pay to the Landlord a reasonable fee of not less than One Hundred Pounds (£100.00) together with Vat on such sum for the registration of every such notice

5.5 **Repairs to other premises**

Permit the Landlord and each Owner with or without workmen and all other persons authorised by any of them at all reasonable times during the daytime and by three days prior notice in writing (but at any time in case of emergency) to enter into and upon the Premises or any part thereof for the purpose of repairing developing or altering any part of the Estate or executing repairs development or alterations to any adjoining or contiguous premises or for the purpose of making repairing maintaining supporting rebuilding cleansing lighting developing altering or keeping in good order and condition the Estate and/or any Common Parts and/or all roofs foundations damp courses tanks sewers drains pipes aerials cables watercourses gutters wires party or other structures or other Conducting Media belonging to or serving or used for the Estate or any part thereof and also for the purposes of laying down

maintaining repairing and testing drainage gas and water pipes and electric wires cables or other conducting media and for similar purposes the Landlord or other persons so entering or authorising entry (as the case may be) making good all damage occasioned to the Premises as soon as is practicable

5.6 Regulations

Observe and perform the regulations in the Fourth Schedule PROVIDED THAT the Landlord reserves the right to add to alter or waive such regulations in its reasonable discretion

5.7 Value Added Tax

Pay the Value Added Tax on all taxable supplies received by the Tenant under or in connection with the Lease and to indemnify the Landlord in respect of any Value Added Tax on any reimbursement of costs expenses registration fees or other monies payable by the Tenant under the Lease

6 LANDLORD'S COVENANTS

The Landlord with the intent to bind itself and its successors in title the persons for the time being entitled to the reversion of the Premises immediately expectant on this Lease but not to bind itself after it shall have parted with such reversion or to incur further liability thereafter HEREBY COVENANTS with the Tenant as follows:-

6.1 Quiet enjoyment

That the Tenant paying the rents hereby reserved and performing and observing the covenants conditions and agreements herein contained and on the part of the Tenant to be performed and observed shall peaceably hold and enjoy the Premises (subject to the Excepted Rights) during the Term without any lawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord

6.2 Terms of other leases

That every Lease or tenancy agreement of a residential dwelling in the Building hereafter granted by the Landlord shall contain regulations to be observed by the Tenant thereof in similar terms to those contained in the Fourth Schedule and also covenants of a similar nature to those contained in clause 5

6.3 To Enforce

At the written request of the Tenant or any mortgagee of the Tenant and subject to payment by the Tenant or the mortgagee (and provision beforehand of security for) of the entire costs of the Landlord on a complete indemnity basis to enforce any covenants of a similar nature to

those contained in clause 5 by the tenants of the other residential dwellings on the Estate
PROVIDED THAT:-

- 6.3.1 the Landlord shall not be required to take or continue any action or incur costs and expenses under this sub-clause until such security as the Landlord in the Landlord's reasonable discretion may from time to time require has been given by the Tenant or the Tenant's mortgagee requesting action
- 6.3.2 the Landlord may at the Landlord's reasonable discretion require the Tenant or the persons requesting action at their expense to obtain for the Landlord from Counsel to be nominated by the Landlord advice in writing as to the merits of the contemplated action in respect of allegations made and in that event the Landlord shall not be bound to take action unless Counsel advises that the action should be taken and that it is likely to succeed
- 6.3.3 the Tenant shall join in any action or proceedings arising out of this sub-clause if so required by the Landlord
- 6.3.4 the Tenant shall indemnify and reimburse the Landlord for costs and expenses incurred by or awarded against the Landlord arising out of this sub-clause (including reimbursement for the time spent by the Landlord or any agent or servant of the Landlord)

6.4 **Access**

That the Landlord and persons authorised by the Landlord may have access to the Estate and any part necessary or proper to enable the Landlord to carry out its obligations contained in this Lease

- 6.5 The Landlord is entitled to modify waive or release any restrictions or stipulations imposed on any part of the Estate or for the benefit of the Estate (whether similar to those referred to in this Lease or not) and nothing in this Lease shall be taken as creating a building scheme for the Estate or impose any restrictions on the manner in which the Landlord may dispose of the Estate or any part of it

- 6.6 The Landlord shall in no way be held responsible for any damage caused by any want of repair to the Estate or defects therein for which the Landlord is liable under the terms of this Lease unless and until notice in writing of any such want of repair or defect has been given to the Landlord and the Landlord has failed to make good or remedy such want of repair or defect within a reasonable time of receipt of such notice.

- 6.7 The Landlord shall not be liable for any acts of trespass or malicious damage to the property by any trespasser or wrong doer

7 THE LANDLORD'S FURTHER COVENANTS

SUBJECT to the Interim Charge and the Service Charge being paid by the Tenant and to compliance by the Tenant with all covenants and obligations on the Tenant's part in this Lease the Landlord covenants with the Tenant:-

7.1 To insure

7.1.1 To insure and keep insured (unless such insurance shall be vitiated by any act or default of the Tenant or any person claiming through the Tenant or his or their servants agents licensees or invitees) the Estate against loss or damage by the Insured Risks in some insurance office of repute in an amount which the Landlord reasonable thinks expedient including an amount to cover professional fees and other incidental expenses in connection with the rebuilding and reinstating thereof and to insure the fixtures and fittings plant and machinery of the Landlord against such risks as the Landlord thinks expedient and in the event of the Estate or any part thereof being damaged or destroyed by the Insured Risks or any of them as soon as is reasonably practicable to lay out the insurance monies received in respect of such damage in the repair rebuilding or reinstatement of the premises fixtures and fittings plant and machinery so damaged or destroyed (except money received in respect of loss of rent) subject to the Landlord at all times being able to obtain all necessary licences consents and permissions from all relevant authorities in that respect PROVIDED THAT if any competent authority shall lawfully refuse permission for or otherwise lawfully prevent any rebuilding or reinstatement of the Estate or the same shall be otherwise frustrated or prevented all relevant insurance monies shall (subject and without prejudice to the rights of any other interested parties) be held by the Landlord upon such trusts for the Landlord the Tenant and the Owners in such proportions as shall be agreed having regard to their respective interests in the Estate and in case of any dispute between the Landlord and the Owners and the Tenant as to the term of such trusts as aforesaid the same shall be referred to an arbitrator to be appointed in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party and such arbitrator shall act in accordance with the provisions of the Arbitration Act 1996 or any statutory amendment or re-enactment thereof for the time being in force

7.1.2 For the avoidance of doubt the Landlord shall not be obliged under this clause 7.1 to insure against any loss of income receivable by the Tenant from any holiday lettings of the Premises as a result of the Estate or any part thereof being damaged or destroyed by the Insured Risks

7.2 **The Services**

Subject to and conditional upon payment being made by the Tenant of the Interim Charge and the Service Charge to carry out or provide the Services PROVIDED ALWAYS that the Landlord shall not be responsible for any inconvenience or loss occasioned by the failure or breakdown of any of such services or for any loss or damage occasioned by negligence or default of the Landlord its agents or employees in regard to such services or the fulfilment of its obligations

7.3 **Notices**

At all times to observe and perform and comply with every notice regulation requirement order of any competent local or other authority or statute in respect of the Estate of which notice has been given to the Landlord (except where these are the responsibility of an individual tenant under a lease on the Estate or are only performable or compliable with by the Landlord)

8 **FORFEITURE**

PROVIDED ALWAYS and this Lease is made upon condition that if the respective rents hereby reserved or any part of the same respectively shall at any time be in arrear and unpaid for fourteen days after the same shall become due (whether any formal or legal demand therefor shall have been made or not) or if the Tenant shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions herein contained and on the part of the Tenant to be performed or observed then it shall be lawful for the Landlord to re-enter upon the Premises or any part thereof in the name of the whole and peaceably to hold and enjoy the Premises thenceforth as if this Lease had not been made and the Term shall absolutely determine but without prejudice to any rights of action or remedy of the Landlord

9 **PROVISOS**

PROVIDED FURTHER AND IT IS HEREBY AGREED as follows:-

9.1 Except so far as the same may be insured by any policy maintained under clause 7.1 hereof the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of:-

9.1.1 any damage suffered by the Tenant or any servant agent or workman of the Tenant or any member of the Tenant's family or any licensee of his through any defect in any fixture Conducting Media meter lift staircase or thing in or upon the Estate or any part thereof (including the Building and the Premises)

9.1.2 any act neglect default omission misfeasance or nonfeasance of any concierge caretaker porter or other of the Landlord's staff servants or any person acting under such staff or servant

- 9.1.3 any loss or damage or interference or annoyance suffered by the Tenant during the carrying out by the Landlord of repairs decorations additions alterations development redevelopment or other works (including completion of the initial development of the Estate) whether structural or otherwise which may reasonably appear to the Landlord to be necessary or desirable to the Estate provided the same are carried out with proper skill and care
- 9.1.4 any loss or damage interference or annoyance suffered by the Tenant in connection with any further development of the site and the Tenant shall not raise any objections to the same and hereby acknowledges and agrees that the carrying out of such works will not constitute a derogation from the Landlord's grant
- 9.2 Nothing in this Lease shall impose any obligations on the Landlord to provide or install any system or service not in existence at the date hereof
- 9.3 No one employed by the Landlord in accordance with this lease shall be under any obligation to make available their services to the Tenant (other than in the performance of the Landlord's obligations hereunder) and in the event of any such person rendering any services to the Tenant such person shall be deemed to be the servant of the Tenant for all purposes and the Landlord shall not be responsible for the manner in which such services are performed or for any damage to the Tenant or other persons arising therefrom
- 9.4 If and whenever during the Term:-
- 9.4.1 the Premises or any part thereof or access thereto are destroyed or damaged by the Insured Risks or any of them so that the Premises or any part thereof are unfit for occupation and use and
- 9.4.2 the insurance of the Premises has not been vitiated by the act neglect default or omission of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority and
- 9.4.3 the loss of Annual Rent is at the time of the damage or destruction is an Insured Risk the Annual Rent the Interim Charge and the Service Charge according to the nature and extent of the damage sustained (the amount of such proportion to be determined by a surveyor appointed by the Landlord acting as an expert and not as an arbitrator) shall be suspended and cease to be payable until the Premises the damaged part or the access thereto have been reinstated so as to be made fit for occupation or use
- 9.5 All sums paid to the Landlord in relation to the Interim Charge and the Service Charge including any sums retained by the Landlord by way of reserve or sinking funds in respect of the obligations of the Landlord to carry out the Services shall be credited to accounts separate from the Landlord's own money and shall be held by the Landlord on trust for the persons

who from time to time shall be the Owners to apply the same and any interest accruing thereto for the purposes set out in this Lease and at the expiry of the Term any such sums unexpended shall be paid to the persons who shall then be the Owners in fair shares and as to the balance (if any) for the Landlord

- 9.6 Except in relation to the covenants set out in clause 5 nothing herein contained shall be deemed to create a Letting Scheme for the Estate or any part or parts thereof and such Letting Scheme in relation to clause 5 is with the other tenants covenants in this Lease subject to the terms of clause 9.7 hereof
- 9.7 The Landlord shall be at liberty to sell or otherwise dispose of or deal with any part of the Estate for such purposes and upon or subject to or free from such covenants restrictions stipulations provisions or conditions as it shall in its absolute discretion determine and as regards all or any part of the Estate which may already have been sold disposed of or dealt with by the Landlord or any person to whom this right shall have been expressly assigned shall be at liberty without the necessity of obtaining the consent of the Tenant to release or vary all or any of the covenants restrictions stipulations provisions or conditions imposed by the Landlord on the occasion of that sale or other disposition thereof
- 9.8 Nothing in this Lease shall restrict or prevent the Landlord from using residential dwellings on the Estate as a show home or for marketing the Estate or office and facilities or other schemes.
- 9.9 As soon as the original Landlord namely Tewitfield Marina Limited shall have transferred its reversionary interest in the Estate it shall cease to have any liabilities or obligations under the terms of this Lease
- 9.10 The Landlord will be free to build on and use any land adjoining or near the Premises including completion of the initial development and any redevelopment of the Estate in any way notwithstanding that such building or use results in any reduction in the flow of light air access to and/or amenities enjoyed by the Premises provided that reasonable acceptable alternative means of access and/or amenities are provided
- 9.11 Any reference to any statute in this Lease includes any modification extension or re-enactment of such statute for the time being in force and any instruments regulations directions orders or provisions made under it
- 9.12 If the Landlord accepts or demands rent including the Interim Charge and the Service Charge after the Landlord or its other agents have become aware of or have had notice of any breach

of any of the Tenant's covenants under this Lease such acceptance of or demand for rent (including the Interim Charge and the Service Charge) will not waive any such breach or any of the Landlord's rights of forfeiture or re-entry in respect of it and the breach will be a continuing breach of covenant so long as it continues so that neither the Tenant nor any person taking any estate or interest under the Tenant will be entitled to set up any such acceptance of or demand for rent as a defence in any action or proceedings by the Landlord

- 9.13 If the Landlord reasonably and properly refuses to accept the rent (including the Interim Charge and Service Charge) payable under this Lease as a result of a breach of covenant by the Tenant the Tenant will pay the Landlord on demand on the forfeiture of this Lease or when the breach has been remedied a sum equal to the aggregate of the instalments of such refused rent together with Interest in respect of the periods commencing when the respective instalments fell due for payment under this Lease up until the date of payment
- 9.14 The Tenant is not entitled to make any counterclaim or set-off against any payments due to the Landlord under this Lease and agrees to make all such payments in full irrespective of any equity of set-off or any counterclaim of any nature on the part of the Tenant
- 9.15 All consideration in respect of the supply of goods or services by the Landlord to the Tenant under this Lease is exclusive of any VAT which may be chargeable on it and on the date upon which a supply is treated as having been made for the purposes of the Value Added Tax Act 1994 ("VATA") the Tenant becomes liable to pay to the Landlord an amount equal to any such VAT
- 9.16 Where this Lease requires the Tenant to pay repay reimburse or provide any amount or other consideration in respect of a supply made to the Landlord of goods or services liable to VAT then the Tenant will pay to the Landlord a sum equal to any VAT charged to the Landlord on that supply less any of that VAT for which the Landlord is entitled to credit under Sections 24 to 26 VATA or which the Landlord is otherwise able to recover except that where the VAT supply relates partly to the Premises and partly to other property then the Tenant's covenant is a covenant to pay the Landlord a fair proportion (to be conclusively determined by the Landlord) of that sum
- 9.17 The Landlord is entitled to exercise any option conferred by law to treat any supply made by the Landlord to the Tenant under this Lease as a VAT supply and in exercising any such option the Landlord is not obliged to have regard to the interest of the Tenant

9.18

9.18.1 Unless the right of enforcement is expressly provided it is not intended that a third party should have the right to enforce a provision of this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999

9.18.2 The parties may by agreement rescind or vary this Lease without the consent of a third party to whom the right of enforcement of any of its terms has been expressly provided

9.19 Any internal non load bearing wall separating the Premises from any other part of the Building shall be a party wall and repairable as such.

9.20 The Lessee shall not by virtue of this Lease acquire or be entitled to any easement or right of light or air (except those expressly hereby granted) which would prejudice restrict or interfere with the free use or enjoyment of any land adjoining or neighbouring the Building or the Estate for building or any other purpose.

10 SERVICE OF NOTICES

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

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

11 CERTIFICATION

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than rent) exceeds £[]

12 NEW TENANCY

This Lease is a new tenancy for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995

IN WITNESS whereof the parties hereto have duly sealed and executed this Lease on the date specified as Date of Lease in the Particulars

FIRST SCHEDULE

THE PREMISES

The [] Floor Apartment/Townhouse] edged red on Plan One including:-

- (1) The internal plastered coverings and plaster work of the walls bounding the demise and the doors and door frames fitted in such walls (other than the external painted or treated surfaces of such doors and door frames) and window glass and
- (2) The internal walls (other than structural walls) and partitions and the plastered coverings lying wholly within the demise and the doors and door frames fitted in such walls and partitions and
- (3) The plastered coverings of the ceilings (below the joists or structural ceiling supports) and the surfaces of the floors including the whole of any floorboards (above the joists or structural floor supports) and the whole of any internal staircases within the demise and
- (4) The plaster coverings and plaster work of the structural walls or columns lying within the demise (but not any fire retardant casings)
- (5) All Conducting Media which are laid in any part of the Building and serve exclusively the demise (and not being owned by statutory or other utility authorities) and
- (6) All fixtures and fittings in the demise not expressly excluded below:-
 - a) any part or parts of the Building (including the roof void and any roofing materials which form any roof terrace flooring) and any balcony or terrace structure including floor materials of the balcony or terrace the load bearing walls foundations and any Conducting Media any other part or parts of the Building lying above the said surfaces of the ceilings or below the said surfaces of the floors or below the said floorboards
 - b) all of the window frames main walls timbers and joists and exterior walls of the Building and any of the internal walls partitions or columns where such walls partitions or columns are either structural or separate the Premises from the other parts of the Building except such of the plastered surfaces thereof and the doors and door frames fitted therein as are expressly included in this demise
 - c) any Conducting Media in the Building which do not serve the Premises exclusively
 - d) structural columns and any fire retardant casing

SECOND SCHEDULE
THE INCLUDED RIGHTS

If and so long as the Tenant shall punctually make payment of the Annual Rent the Interim Charge and the Service Charge at the times and in the manner hereinbefore provided:-

- 1 The right for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the use and enjoyment of the Premises and subject to such regulations as the Landlord may make from time to time to use the Common Parts PROVIDED ALWAYS the Landlord shall have the right temporarily to close or divert any of the Common Parts subject to leaving available reasonable and sufficient means of access to and from the Premises and the permanent right to close or divert the same as set out in the Third Schedule
- 2 The right to park one motor vehicle on such of the Parking Spaces allocated to the Premises from time to time by the Landlord
- 3 The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and the Estate as enjoyed at the date hereof
- 4 The right (in common with all other persons entitled to the like right) to free and uninterrupted passage and running of water and soil gas (if any) electricity and other services from and to the Premises through the Conducting Media laid in or through the Estate and which serve the Premises
- 5 The right for the Tenant insofar as is reasonably necessary with servants workmen and others at all reasonable times upon giving three days' previous notice in writing (or in the case of emergency at any time without notice) to enter into and upon other parts of the Estate for the purposes of:-
 - 5.1 repairing cleansing maintaining or renewing any Conducting Media which exclusively serve the Premises or
 - 5.2 repairing and maintaining and carrying out permitted alterations or other building works to the Premises or any part of the Building or Estate giving subjacent or lateral support shelter or protection to the Premises subject in either case to the Tenant causing as little disturbance and damage as possible and forthwith making good any damage caused
- 6 The benefit (in common with the other persons entitled thereto) of any covenants or agreements entered into by any of the occupiers of residential dwellings on the Estate with the Landlord similar to those contained in clause 5
- 7 The right (in common with all others entitled to the like right) to connect any radio or television set in the Premises with any aerials or cable television systems in the Building for the time being provided by or on behalf of the Landlord provided that nothing herein contained shall oblige the Landlord to provide any such aerials or cable television systems
- 8 [The right to use the [balcony][terrace][patio] (if any) abutting the Premises]

THIRD SCHEDULE
THE EXCEPTED RIGHTS

- 1 Easements rights and privileges over along through and in respect of the Premises equivalent to those set forth in paragraphs 2 3 and 4 of the Second Schedule Provided that the rights equivalent to those in paragraph 4 shall include the right to make connections to Conducting Media and within the perpetuity period to lay new Conducting Media
- 2 Full rights and liberty for the Landlord and its duly authorised servants surveyors or agents with or without workmen and others upon giving three days' previous notice in writing at all reasonable times (or in case of emergency at any time without notice) to enter the Premises for the purposes of:-
 - 2.1 carrying out any of the Landlord's obligations under this Lease or
 - 2.2 completing the initial development of the Estate and thereafter inspecting cleaning maintaining repairing altering or renewing building or rebuilding any parts of the Estate or any adjoining or neighbouring property including erecting and attaching scaffolding to any part of the Estate.
- 3 The right to erect and maintain such radio and television aerials and other telecommunication receiving equipment on any part of the Building (other than the Premises) for the use of the occupiers of the Building and to run wires connecting such aerials or equipment or any cable television systems through the Premises and ventilation and air conditioning
- 4 Full right and liberty for the Landlord in its absolute discretion to deal as it may think fit with any part of the Estate or any lands or premises adjacent or near to the Estate and to erect thereon any buildings whatsoever and to make any alterations repairs or renewals and carry out any demolition building or other works which they may think fit or desire to do and whether or not such buildings alterations or works shall or shall not affect or diminish the access of light or air to the Premises AND PROVIDED that any such works of construction demolition or alteration are carried out with due regard to modern standards and method of building and workmanship the Tenant shall permit such works to continue without interference or objection or the right to any compensation whatever
- 5 All easements quasi-easements and rights in the nature of easements enjoyed over the Premises
- 6 Any rights of light or air over any adjoining or neighbouring Property
- 7 The right to vary alter or amend the access to and egress from the Estate provided that the new route is a similar standard to the existing route and access and egress is maintained at all times and from time to time change the location area or arrangements for use by the Tenant of any part of the Common Parts and/or Conducting Media so long as their remains available for

the benefit of the Premises rights reasonably commensurate (albeit temporary) with those granted by this Lease

- 8 A right to erect and use and for as short a period on each occasion as is reasonably practicable and not so as to prevent access to the Premises scaffolding hoists cranes sheeting and hoardings on land adjoining or adjacent to the Premises for the inspection maintenance cleansing and repair of the land adjoining or adjacent to the Premises
- 9 A right to use or pass along fire escapes (if any) crossing or forming part of the Premises

FOURTH SCHEDULE
REGULATIONS

- 1 Not at any time to use or occupy or permit the Premises to be used or occupied except as holiday accommodation and the Tenant accepts that they have seen all planning permissions and Section 106 Agreements relating to the restricted use of the Premises as holiday accommodation and to use any allocated Parking Space solely for the parking of one private motor vehicle and for the avoidance of doubt the definition private motor vehicle shall be as defined in clause 1.18
- 2 Not at any time to use or permit the use the Premises or any other part of the Estate for business purposes save where expressly permitted by the Landlord
- 3 Not to do or permit or suffer in or upon the Premises or any part thereof or elsewhere on the Estate any sale by auction or any illegal or immoral act or any act or thing which may be or become a nuisance or annoyance or cause damage to the Landlord or the Owners or the occupiers of any part of the Building or of any adjoining or neighbouring premises
- 4 Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Estate or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Premises and to repay to the Landlord all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this regulation and if the Estate or any part thereof is destroyed or damaged and the insurance money under any policy or policies of insurance is wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant then and in every such case the Tenant will immediately pay the Landlord the whole or (as appropriate) a fair proportion of the cost of completely rebuilding and reinstating the Estate including professional fees and all incidental costs and expenses and interest all such payments to be recoverable as rent in arrear.
- 5 Not to throw or permit to be thrown any dirt rubbish rags or other refuse into the sinks baths lavatories cisterns or waste or soil pipes in the Premises
- 6 Not to play or use or permit the playing or use of any musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind nor to practise or permit the practising of any singing in the Premises or elsewhere on the Estate at any time so as to cause any nuisance or annoyance to any of the other owners tenants or occupiers of the Building save where expressly permitted by the Landlord and for the purposes hereof the decision of the Landlord (or of a Surveyor appointed by the Landlord for the purposes of this paragraph) as to what constitutes a nuisance or annoyance shall be final and binding on the parties

- 7 Not at any time to put on or in any window or on the exterior of the Premises so as to be visible from outside any name writing drawing signboard placard or advertisement of any kind whatever or any unsightly object or anything which in the opinion of the Landlord is offensive
- 8 Not to hang or expose in or upon any part of the Premises or any balcony patio or terrace or lightwell so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the Premises any flower box pot or other like object save that the Tenant may place flowerpots and tubs and suitable exterior furniture on any balcony or terrace which the Tenant is given the right to use nor to shake any mats brooms or other articles inside any part of the Building (other than the Premises) or out of the windows either of the Premises or of any part of the Building nor to cook on the balcony
- 9 Not to keep any bird reptile dog or other animal in the Premises without the previous consent in writing of the Landlord (such consent to be granted or withheld at the reasonable discretion of the Landlord) and such consent to be revocable by notice in writing at any time on complaint of any nuisance or annoyance being caused to any other owner tenant or occupier in the Building and not to permit any dog or other animal of the Tenant or under the Tenant's control to foul any of the roads footpaths or other parts of the Estate
- 10 Not to carry out upon any part of the Estate any repairs to any motor vehicle (except in case of an emergency) or permit such vehicle to spill or leak fuel oil or other substance onto the Estate
- 11 Not to use on the Premises any electrical device without an effective suppresser fitted thereto
- 12 Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads parking spaces or passageways adjacent or leading to the Building or forming part of the Estate any motor car motor cycle bicycle boat or other vehicle belonging to or used by the Tenant or occupier of the Premises or by any of his or their friends servants or invitees and to observe all regulations made by the Landlord from time to time relating to the parking of such vehicles
- 13 Not to park or accommodate any commercial vehicle motor-home boat watercraft caravan trailer or motorboat on any parking space or any other part of the Estate or park a bicycle in areas other than those specifically designed or designated for their use.
- 14 To provide and forever maintain impact acoustic underlay to hard floor finishes such as tiling and wood flooring or similar and to carpets carpeting underlay on the entire floor surface of the Premises with a weighted impact sound improvement of not less than 19dB as calculated in Annex A to BS 5821 Part 2 (1984) and to achieve a transfer of impact sound of not more than 59dB or such other standards required by building regulations.
- 15 At all times when not in use to keep shut the entrance door to the Premises and the Building and between the hours of Eleven p.m. and Eight a.m. not to make any avoidable noise in any part of the Building

- 16 To keep any vehicles parked on the Estate over which the Tenant has control or authority taxed and in a roadworthy condition
- 17 Not to use or permit the user of the hall staircase and passages in and about the Building or of any other of the Common Parts otherwise than in accordance with the proper exercise of the Included Rights and to remove forthwith upon being so required by the Landlord or the Landlord any object of or obstruction by the Tenant or his licensee in the Common Parts and to pay to the Landlord on demand the cost incurred by them in removing and if appropriate storing the same which removal and storage is expressly hereby authorised and which shall be entirely at the Tenant's risk
- 18 At least once in every month of the said term to cause to be properly cleaned all internal surfaces of the windows of the Premises and at all times to keep such windows properly curtained in a style appropriate to a private residence
- 19 To empty any rubbish suitably wrapped into the refuse receptacles or other means of refuse disposal (if any) provided by the Landlord in the Bin Store and to diligently park any pedal cycles in the bicycle shed and under no circumstances to lean park or otherwise abandon any pedal cycles on any common paths or common areas
- 20 Not at any time to interfere with the external painted or treated surfaces of the Premises (including any railings or fencing of any balcony patio or terrace) or of any other part of the Building
- 21 To pay the cost of making good any damage at any time done by the Tenant or any person claiming through the Tenant or his or their servants agents licensees or visitors to any part of the Estate or to the passages landings stairs or entrance halls of any building on the Estate or to the person or property of the tenant or occupier of any other Property in the Building by the carrying in or removal of furniture or other goods to or from the Premises or otherwise howsoever
- 22 To submit any dispute difference or complaint that may arise between the Tenant and the tenant or occupier of any other dwelling in the Building in respect of the use or occupation of the Premises or any other part of the Building to the Landlord before taking any further or other steps or proceedings in relation thereto
- 23 Without prejudice to the generality of the foregoing to observe and perform all regulations made relating to the Common Parts
- 24 To treat the gardens included in the Estate as areas of tranquillity and not to make any noise which may disturb the quiet enjoyment of the gardens by other tenants
- 25 Not to display or permit the display on either the Estate or any adjoining land any board for the sale or letting of the Premises
- 26 Not to erect or cause to be erected any television radio or other aerials satellite dishes or other means of receiving telecommunications upon the Premises whatsoever and not to cause or permit any such aerial or apparatus wholly or in part to project from the Premises

- 27 Forthwith after losing any security tags pass keys swipe cards (if any) or means of gaining access to any part of the Estate to report such loss to the Landlord
- 28 Not to place any excessive weight or strain on the floors of the Premises and to repair or pay the cost of repairing any damage which may be caused by a breach of this covenant.
- 29 If the Premises are to be left unoccupied for any continuous period of more than two calendar months to notify the Landlord in writing of the name and address of a suitable local and responsible person who shall be responsible for the observance and performance on behalf of the Tenant of the Tenant's obligations in this Lease
- 30 At all times to observe and perform all such variations or modifications of the foregoing regulations and all such further or other regulations as the Landlord may from time to time in their reasonable discretion think fit to make for the management care and cleanliness of the Estate and the comfort safety and convenience of all the occupiers thereof

FIFTH SCHEDULE

THE SERVICE CHARGE

The first payment of the Interim Charge shall be made on the execution hereof and

- 1.1 thereafter the Interim Charge shall be paid to the Landlord in advance on the 1st days of February and August in each year of the Term and in the case of default the same shall be recoverable from the Tenant as rent in arrear
- 1.2 If requested by the Landlord the Tenant shall pay the Interim Charge by bankers order or other means of automatic transmission of funds to a bank and account nominated by the Landlord from time to time

As soon as is practicable after the expiration of each Accounting Period the Landlord or its appointed managing agents ("**the Managers**") or its accountants shall prepare a Service Charge Account ("**the Certificate**") in respect of each such Accounting Period which shall be served upon the Tenant containing the following information:-

- 2.1 the amount of the Total Expenditure for that Accounting Period
- 2.2 the amount of the Interim Charge paid by the Tenant in respect of that Accounting Period together (in each case) with the surplus (if any) carried forward from the previous Accounting Period
- 2.3 the amount of the Service Charge in respect of that Accounting Period and the excess or deficiency (as the case may be) of the Service Charge over the Interim Charge

In respect of any Accounting Period if the Interim Charge paid by the Tenant exceeds the Service Charge for that period any surplus so paid ("**the Surplus**") shall be carried forward by the Managers and credited to the account of the Tenant in computing the Service Charge in succeeding Accounting Periods as hereinafter provided save that the Surplus shall not include any sums set aside for the purpose of a sinking or reserve fund or funds

In respect of any Accounting Period if the Service Charge (after crediting the Surplus if any) exceeds the Interim Charge paid by the Tenant in respect of that Accounting Period then the Tenant shall pay the excess to the Landlord or to the Managers as directed by the Landlord within twenty-one days of service upon the Tenant of the relevant Certificate referred to in paragraph 2 hereof and in case of default the same shall be recoverable from the Tenant as rent in arrear. Subject to any statutory provisions from time to time in force the said Certificate (save in respect of manifest error) shall be conclusive and binding on the parties hereto but the Tenant shall be entitled at his own expense within one month after the service of such Certificate to request one free copy of the Accounts and to inspect at the offices of the Managers the receipts and vouchers relating to the Total Expenditure.

SIXTH SCHEDULE

THE SERVICES

The provision from time to time of services into or for the benefit of the Estate which without prejudice to such generality shall include those under the following heads PROVIDED ALWAYS that

- (a) the Landlord may at any time add to the heads of expenditure any depreciation or other allowance provision for future anticipated expenditure on or replacement of any installation equipment plant or apparatus or rental value of any part of the Estate in connection with the provision of the services thereto not previously included therein and from and after the relevant date of the exercise of this right such additional items of depreciation allowance provision expenditure or value shall be included in the calculation of the Service Charge
- (b) if at any time the Landlord shall reasonably consider that it would be in the general interest of the Tenants of the Estate so to do the Landlord shall have the power to discontinue any of the Services (other than the obligation to provide insurance) which in its opinion shall have become impracticable obsolete unnecessary or extremely costly provided that in deciding whether or not to discontinue any of the services the Landlord shall consider the views and wishes of the Tenants on the Estate
- (c) the Landlord may extend vary or alter the Services from time to time so long as in doing so the Landlord complies with the principles of good estate management and acts reasonably in all the circumstances
- (d) if at any time during the Term the property comprising the Estate is increased or decreased on a permanent basis or the benefit of any of the heads of Services is extended on a like basis to any adjoining or neighbouring property or if for any reason the Landlord acting reasonably considers that the Tenant's Share of Total Expenditure is inappropriate or inequitable or if some other event occurs a result of which is that the

Tenant's Share of Total Expenditure is no longer appropriate to the Premises the Tenant's Share of Total Expenditure shall be varied with effect from the date of service of written notice by the Landlord on the Tenant of such event in such a manner as shall be determined to be fair and reasonable in the light of the event in question by the Landlord's surveyor whose decision shall be final and all references to the relevant service charge percentage shall be construed as so varied

- (e) the Landlord shall be under no obligation to provide any service facilities or amenities as part of the Services which are not already installed or available or in the course of being installed or made available except to the extent that provision would be required for the purposes of periodic replacement or renewal of services facilities or amenities

Part I

THE ESTATE SERVICES

- 1 The compliance by the Landlord with every notice regulation requirement or order of any competent local or other authority or statute in respect of the Estate (but not in respect of the individual dwellings where these are the responsibility of the Owners)
- 2 Renewing repairing maintaining lighting decorating or otherwise treating rebuilding replacing and keeping free from and remedying all defects whatsoever and cleaning the main structure (including all concrete floors within the building other than surfaces thereof which form part of the Property) roof foundations and exterior of the Building (including balconies patios and terraces whether or not demised or dedicated to the exclusive use of any tenant) all parts of the Estate outside of the Building such of the Conducting Media as may be enjoyed or used in common by tenants of dwellings in the Estate all Common Parts all hard standing and any other car parking spaces (whether or not such car parking spaces are dedicated to the exclusive use of the Tenant or any particular Owner) together with all other facilities or conveniences which may belong to or be used for the Estate along or in common with other premises near or adjoining thereto including any amounts which the Landlord may be called upon to pay as a contribution towards such costs
- 3 Providing operating periodically inspecting maintaining in proper working order overhauling repairing renewing and replacing in whole or in part any heating and/or ventilating and/or air conditioning and/or hot and cold water systems entry phones and security gates and other security equipment communal television aerials and cable systems and other telecommunication equipment and other plant serving the Estate (but not solely serving any individual dwelling) shared services and apparatus and the lifts shafts and machinery and other plant in the Building

- 4 The provision of the supply of natural gas (provided all outstanding liabilities of the Owner to the Landlord) directly to the Premises required for the boiler supplying the heating and hot water system within the Premises
- 5 The provision of all fuel of any kind required for the boiler or boilers (if any) supplying the heating lighting ventilation and/or air conditioning and hot water systems and generating plant and other plant serving the Estate (but not solely serving any individual dwelling) and the electricity for operating any lifts and entry phones security gates and other security equipment communal television aerials and cable systems and other telecommunication equipment and providing all other services to or for the Estate
- 6 Insuring the Estate in accordance with the Landlord's covenant in clause 7.1 including any valuation for insurance purposes carried out from time to time and if the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of rebuilding repair or reinstatement of the Building or Estate (or part thereof) then the deficiency shall be treated as a further item of expense under this Fifth Schedule and the Relevant Proportion shall be recoverable from the Lessee accordingly and in the event of the Building (or part of them) being damaged or destroyed by the Insured Risks to repair re-build or reinstate the Building and to apply the insurance money (or further monies recovered from the Tenant under this clause) for this purpose.
- 7 Carpeting re-carpeting restoring cleaning decorating lighting furnishing and equipping as appropriate all relevant Common Parts and keeping the same in good repair and condition
- 8 Keeping in a neat and tidy condition all landscaped and planted areas and walkways within the Estate and planting turfing sowing paving and generally repairing renewing maintaining all such areas
- 9 The payment of all charges assessments and other outgoings (if any) payable by the Landlord in respect of or as owner of any parts of the Estate including without limitation water and sewerage charges (to include the operation repair maintenance rebuilding or replacement of the sewerage treatment plant on the Estate as required)
- 10 The payment of all proper fees charges expenses and commissions of any company or firm engaged by the Landlord in connection with the management and supervision of the Estate (including but not by way of limitation the collection of rent and Service Charge the maintenance of the Estate and the production of service charge accounts)
- 11 The payment of any expenses relating to settling any insurance claims relating to the Estate
- 12 Cleaning the interior and exterior of the windows in the Common Parts and the exterior windows of the Premises PROVIDED THAT such exterior windows are reasonably accessible from the exterior of the Building. In the event that access cannot be obtained from the exterior of the Building the exterior windows will be only be cleaned if the Tenant allows the Landlord or the Managers access to the balcony and exterior windows by entering the Premises

- 13 Providing and maintaining (where appropriate) and where necessary replacing furniture for use:-
 - 13.1 in the relevant Common Parts
 - 13.2 by persons employed by the Landlord in or about the provision of the Services
- 14 Providing maintaining and where necessary replacing such flags decorative lights and other decorations water features or other like amenities (if any) as the Landlord shall think fit and providing and maintaining floral and/or plant displays in the Common Parts
- 15 Providing hiring and replacing paladins or other refuse containers for the communal use of the tenants or occupiers of the Building and arranging for the collection of refuse and paying any Local Authority or private contractors charges involved
- 16 Providing maintaining and renewing all road markings directional and other notices posters boards or signs on or for the Estate
- 17 Taking all steps deemed desirable or expedient by the Landlord for complying with making representations against or otherwise contesting the incidents of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Estate
- 18 Providing fire fighting equipment appliances and any other signs or notices required by the Local Fire Officer and the cost of repair maintenance and renewal of the same
- 19 Purchasing leasing hiring or renting any plant machinery or other item required for the purpose of carrying out any of the matters referred to in this Schedule
- 20 Employing and training staff for the Estate either directly or indirectly for the performance of duties in connection with the maintenance and/or security of the Estate and/or the provision of services to owners such duties to be determined by the Landlord from time to time and all other incidental expenditure in relation to such employment including (but without limiting the generality of such provision) contributions to an occupational pension scheme the payment of such insurance health pension welfare and other contributions and premiums industrial training levies redundancy and similar or ancillary payments that the Landlord may be required by statute or otherwise to pay or may in his absolute discretion deem desirable and necessary in respect of such staff and uniforms working clothes tools office equipment stationery and such office consumables machinery bins receptacles and other equipment and materials for the proper performance of their duties
- 21 Paying insurance costs the costs of renewal repair maintenance renewal and decoration rates telephone charges gas electricity rates charges council tax and similar charges and taxes and other outgoings and incidental expenses of:-
 - 21.2 any accommodation provided in the Building or elsewhere for occupation or use by the persons employed in connection with the provisions of the services to the Estate and

- 21.2 any accommodation provided for vehicles parts equipment and other things employed in connection with the provision of the Services
- 22 Carrying out any other works or providing services or facilities of any kind whatsoever which the Landlord may from time to time consider desirable for the purpose of maintaining or improving the services or facilities in or for the Estate
- 23 Retaining such sum or sums (if any) as the Landlord shall from time to time certify as desirable to be retained by way of a reserve fund against the cost of the repair maintenance renewal and decoration of the Estate and for the replacement or renewal of the lifts and the heating hot water air conditioning and ventilating plant apparatus and fittings (if any) and other plant and fixed equipment

Part II

THE SEWERAGE SERVICES

- 1 Keeping the Sewerage System repaired and maintained as is reasonably required in order to ensure that it operates efficiently and effectively and in accordance with the manufacturer's guidelines
- 2 Ensuring that the sewerage tanks are emptied at regular intervals and in accordance with the manufacturer's guidelines
- 3 Employing and paying the reasonable and bona fide costs of any managing agent or service agent appointed by the Landlord but if the Landlord does not appoint such managing agents or service agent it shall be entitled to recharge any expenditure incurred by the Landlord under the provisions of this Schedule for administration and expenses incurred by the Landlord carrying out its duties
- 4 Accumulating a Reserve Fund or Funds in a separate interest incurring account and any interest or income of such fund shall (after deduction of any tax) be added to the fund or funds which shall be held by the Landlord in trust for the tenants
- 5 Payment for the costs (if necessary) of all water and electricity for the supply of water and electricity for servicing the Sewerage System
- 6 Carrying out any other works or providing services or facilities of any kind whatsoever which the Landlord may from time to time consider desirable for the purpose of maintaining or improving the services or facilities in or for the Sewerage System

SEVENTH SCHEDULE
THE RENT PAYABLE

1. Review Periods

- 1.1 In this schedule a Rent Period shall mean the first ten years from the date of the commencement of the Term as set out in clause 1.32 of this Lease and each successive period of five years thereafter
- 1.2 For the remainder of the first Rent Period the Rent shall be the sum set out in clause 1.2 of this Lease
- 1.3 For each subsequent Rent Period the Rent shall be the higher of the Rent payable during the previous Rent Period and "**the Current Rent Guide**" calculated in accordance with paragraph 2 below

2. Current Rent Guide

- 2.1 The current rent guide for the purposes of paragraph 1.3 shall be computed by the formula

$$RE \times \frac{A}{B}$$

where

RE is the Rent set out in clause 1.2 of this Lease
and

A is the most recently published figure on the first day of the Rent Period in question of the Private Sector Average Earnings Index: all employees – main industrial sectors published by the Office for National Statistics (the "**Index**")

and

B is the Index figure last published prior to the commencement of the Term as set out in clause 1.32 of this Lease

- 2.2 This said formula shall continue to be used notwithstanding that the name of the Index may be changed or that it may be published by a different department so long as the Government

for the time being continues to compile and publish it on substantially the same basis as at the date hereof

2.3 If the Index shall be recalibrated so that the base figure used to compile the Index changes after the Base Date the figure taken to be shown in the Index after the change is to be the figure that would have been shown in the Index if the reference base current at the Base Date had been retained

2.4 If it becomes impossible to calculate the Rent for any Review Period by reference to the Index because of any change in the methods used to compile the Index after the date of this Lease or for any other reason whatever, or if any dispute or question whatever arises between the parties as to the amount of the Rent for any Rent Period or the construction or effect of this schedule then the Rent for that Rent Period or the disputed matter is to be determined by an arbitrator to be appointed either by agreement between the parties or in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors or any person authorised by him to make appointments on his behalf on the application of either the Landlord or the Tenant which shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 and the arbitrator is to have full power to determine on such dates as he considers appropriate what the increase in the Index would have been had it continued on the basis assumed for the operation of this rent review and in view of the information assumed to be available for it provided that if that determination is also impossible the arbitrator must determine a reasonable rent for the Property on such dates as he considers appropriate having regard to the purposes and intent of the provisions in this Lease for the review of the Rent

3. **Notice and Memorandum of the Rent payable**

3.1 The Landlord must before the start of each Rent Period give notice to the Tenant of the amount of the Rent for the next Rent Period

3.2 Whenever the Rent has been ascertained in accordance with this schedule memoranda to that effect must be signed by or on behalf of the Landlord and the Tenant and annexed to this document and its counterpart and the Landlord and the Tenant must bear their own costs in this respect

EIGHTH SCHEDULE

FORM OF DEED OF COVENANT ON DISPOSITION OR DEVOLUTION OF LEASE

THIS DEED OF COVENANT is made this day of

B E T W E E N:-

The Incoming Tenant:

The Landlord:

Tewitfield Marina Limited whose registered office is at
2 Lapwing House, Chapel Lane, Tewitfield Marina,
Carnforth, LA6 1GP

W H E R E A S the Incoming Tenant is about to or has become entitled to the benefit of a Lease (“the Lease”) dated and made between the Landlord (1) and [] (the “Original Tenant”) (2) and relating to premises known as [] being in the development at Tewitfield Marina, Nr Carnforth (the “Estate”)

W I T N E S S E S:-

- 1 The Incoming Tenant and the Landlord **MUTUALLY COVENANT** each with the other and separately also with the tenants owners and occupiers for the time being of the other residential dwellings of the Estate for the benefit of the property respectively vested in the Landlord and the tenants and owners and occupiers of each and every part to perform observe and accept the covenants (including the covenant by virtue of which this Deed is required) restrictions stipulations and conditions respectively on the parts of the Original Tenant and the provisions contained in the Lease in the same manner as if they are repeated in extenso in this Deed and in the Lease but with the substitution of the name of the Incoming Tenant for the name of the Original Tenant
- 2 The Incoming Tenant irrevocably appoints the Landlord and any person in whom the Lease may become vested severally to be the attorney of the Incoming Tenant to take all steps and sign and execute any document or deed necessary to secure the performance of the obligations of the Incoming Tenant under clause 5.3 of the Lease
- 3 Where in this Deed the context so admits:-
 - (a) words importing one gender include all other genders and words importing the singular include the plural and vice versa

- (b) the expressions “the Landlord” and “the Incoming Tenant” include their respective successors in title and the expression “the Landlord” includes the reversioner for the time being immediately expectant upon the term created by the Lease
- (c) where for the time being there are two or more persons within the meaning of the expressions “the Landlord” or “the Incoming Tenant” obligations expressed or implied and made or to be made by or with that party are made by or with those persons jointly and severally

IN WITNESS whereof this Deed has been executed the day and year first before written
(Execution and attestation by the Incoming Tenant)

EXECUTED as a Deed by)
TEWITFIELD MARINA LIMITED))
in the presence of:-)

..... Director

..... Director/Secretary

SIGNED and DELIVERED as a Deed by)
)
in the presence of:-)