

DATED

2025

PEABODY TRUST (1)

and

(2)

LEASE

relating to

474B Romford Road, London, E7 8AP



**PENNINGTONS
MANCHES
COOPER**

Matrix House
Basing View
Basingstoke
Hampshire
RG21 4FF

Tel: 01256 407100
Fax: (0)20 7457 3240

Ref: ABDC / 4505858

LR1. Date of lease	
LR2. Title Number(s)	<p>LR2.1 Landlords title number(s)</p> <p>EGL68513</p> <p>LR2.2 Other title numbers</p> <p>None</p>
LR3. Parties to the Lease	<p>Landlord: PEABODY TRUST (a Registered Society under the Cooperative and Community Benefit Societies Act 2014 with number 7741) of 45 Westminster Bridge Road, London SE1 7JB</p> <p>Tenant:</p>
LR4. Property	<p>In the case of conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>The Property is defined as the Premises in the Particulars and Definitions</p>
LR5. Prescribed Statements	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity, 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003</p> <p>The land leased is held by Peabody Trust an exempt charity</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>Not applicable</p>
LR6. Term for which the Property is leased	The term specified in this Lease in the Particulars and Definitions as the Term
LR7. Premium	£
LR8. Prohibitions of restrictions on disposing of the lease	This Lease contains a provision that prohibits or restricts dispositions
LR9. Rights of acquisitions 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

	<p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>The easements as set out in Chapter Eight of this Lease</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>The easements as set out in Chapter Nine of this Lease</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application of standard form of restriction	<p>The Parties to this lease apply to enter the following restriction again the title of the Property:</p> <p>None</p>
LR14. Declaration of trust where there is more than one person comprising the Tenant	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust</p>

H.M. LAND REGISTRY

LAND REGISTRATION ACT 2002

(Particulars and Definitions)

COUNTY AND DISTRICT: Newham

TITLE NUMBER: EGL68513

DATE:

PREMISES: **474B Romford Road, London, E7 8AP** on the floor of the Building as shown edged red on the Plan and includes the fixtures and fittings therein

TERM: 125 years from the commencement date

COMMENCEMENT DATE: The date specified in LR1

SPECIFIED PROPORTION: A fair proportion

GROUND RENT: One peppercorn per year (if demanded)

PREMIUM: £

THE LANDLORD: PEABODY TRUST (a Registered Society under the Cooperative and Community Benefit Societies Act 2014 with number 7741) of 45 Westminster Bridge Road, London SE1 7JB

THE LEASEHOLDER:

STANDARD CONDITIONS: The covenants conditions and restrictions contained in the Standard Conditions annexed

THIS LEASE WITNESSES as follows:-

1. This Lease incorporates the particulars and definitions set out above and the Standard Conditions annexed and references to Chapters and Conditions are to Chapters and Conditions in the Standard Conditions

2. In consideration of the Premium (receipt of which is acknowledged by the Landlord) and of the Ground Rent and the obligations of the Leaseholder contained in the Standard Conditions the Landlord DEMISES the Premises with Full Title Guarantee to the Leaseholder TOGETHER WITH the rights set out in Chapter Eight but SUBJECT TO the reservations contained in Chapter Nine TO HOLD to the Leaseholder for the Term YIELDING AND PAYING to the Landlord the Ground Rent and Service Charge in accordance with the Standard Conditions

3. The Landlord and the Leaseholder covenant severally with each other to observe and perform their respective obligations contained in the Standard Conditions

IN WITNESS whereof the Landlord has caused its Common Seal to be hereunto affixed to this Deed and the Leaseholder has hereunto set his hand the day and year first above written

SIGNED AS A DEED and DELIVERED)

by the LEASEHOLDER in the)

presence of:-)

THIS LEASE WITNESSES as follows:-

1. This Lease incorporates the particulars and definitions set out above and the Standard Conditions annexed and references to Chapters and Conditions are to Chapters and Conditions in the Standard Conditions

2. In consideration of the Premium (receipt of which is acknowledged by the Landlord) and of the Ground Rent and the obligations of the Leaseholder contained in the Standard Conditions the Landlord DEMISES the Premises with Limited Title Guarantee to the Leaseholder TOGETHER WITH the rights set out in Chapter Eight but SUBJECT TO the reservations contained in Chapter Nine TO HOLD to the Leaseholder for the Term YIELDING AND PAYING to the Landlord the Ground Rent and Service Charge in accordance with the Standard Conditions

3. The Landlord and the Leaseholder covenant severally with each other to observe and perform their respective obligations contained in the Standard Conditions

IN WITNESS whereof the Landlord has caused its Common Seal to be hereunto affixed to this Deed and the Leaseholder has hereunto set his hand the day and year first above written

Signed as a deed in the name and on behalf of

Peabody Trust

By Charlotte D'Avola, an officer appointed for the purpose by Penningtons Manches Cooper LLP, its attorney, under a power of attorney dated 26 March 2025 in the presence of:

.....
Peabody Trust by its attorney Penningtons Manches Cooper LLP acting by Charlotte D'Avola

.....
Witness Signature

.....
Witness Name

.....
.....

.....
Witness Address

STANDARD CONDITIONS OF LEASES

FOR FLATS

AT

474 ROMFORD ROAD, LONDON, E7 8AP

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STANDARD CONDITIONS

CHAPTER ONE

1. DEFINITIONS

1.1 Wherever the context allows:

1.1.1 In these Conditions "the Lease" means a lease to which these Conditions relate

1.1.2 The following expressions have the meanings set opposite them:-

"Building"- The building within the Estate comprising the Premises and other similar flats shown edged blue on the Plan

"Common Parts"- The entrance porch corridors hallways landings lifts and staircases (if any) within the Building and any similar buildings on the Estate and vehicular and pedestrian ways forecourts or drives cycle store refuse bin stores gardens parking spaces (if any) and any other areas within the Estate which are not roads and footpaths maintainable at public expense or dwellings and their curtilages and intended for the use or enjoyment by the occupiers of the Estate

"Estate" means the property known as as the same is registered at HM Land Registry with freehold title absolute under title number EGL68513 and including any neighbouring property which the Landlord may have acquired or may acquire in the future together with any buildings or structures erected or to be erected thereon or on some part thereof

"Flat" -The Flat described in the Premises shown edged red on the Plan

"Ground Rent" – As detailed in the Particulars and Definitions

"Landlord"- The person named in the Lease as the Landlord

"Leaseholder"- The person named in the Lease as the Leaseholder

"Person" -Includes a company corporation or other body having a legal personality

"Plan" – The plan(s) annexed hereto

"Premises" -The premises described in the Lease and any part or parts thereof where the context so admits

"Service Charge"- Initially as stated in the Lease and then in accordance with Chapter Seven

CHAPTER TWO

2. CLARIFICATIONS

- 2.1 References to the "Landlord" and the "Leaseholder" shall include the successors in title of them respectively and whenever a covenanting party shall include more than one person then that party's covenants shall be deemed to be joint and several
- 2.2 References to buildings shall include references to the buildings now erected or in course of erection
- 2.3 References herein to any statute or any section of any statute include a reference to any statutory amendment modification or re-enactment thereof for the time being in force
- 2.4 Expressions relating to the payment of the Service Charge are defined in Chapter Seven
- 2.5 The singular includes the plural and any reference to gender includes the masculine the feminine and neuter
- 2.6 The land leased is held by Peabody Trust an exempt charity

CHAPTER THREE

3. LEASEHOLDER'S COVENANTS

THE LEASEHOLDER COVENANTS with the Landlord:-

- 3.1 To pay the Ground Rent (if demanded) in advance on the first day of January each year and to pay the Service Charge and any variation thereof by equal monthly payments in advance on the first day of each month the first payment of the Service Charge to be made on the granting of the Lease by way of Standing Order or Bank Mandate or by such other means as the Landlord may reasonably require and all other monies due hereunder at the times and in the manner mentioned without deduction PROVIDED ALWAYS if and whenever the Service Charge or any other monies due to the Landlord from the Leaseholder shall at any time be unpaid for a period of fourteen days after becoming payable the same shall until paid bear interest calculated on a day to day basis at an annual rate of 4% above the Base Rate of the Royal Bank of Scotland Plc for the time being in force
- 3.2 To pay and discharge all existing and future rates taxes assessments and outgoings whatsoever now or at any time during the Term payable in respect of the Premises or any part thereof or by the owner or occupier thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Premises
- 3.3 To keep the interior of the Premises and the glass in the windows and doors (if any) of the Premises and the interior faces (including plaster and other internal covering or lining and any floor boards tiling and screeding) of the walls ceilings and floors of the Premises and all radiators and water and sanitary apparatus and gas and electrical apparatus of and within the Premises and all pipes drains and wires which are in the Premises and are enjoyed or used only for the Premises and not for other flats in the Building and the fixtures and appurtenances of and belonging to the Premises clean and in good and substantial repair and condition (damage by fire or other risks insured under Condition 5.2 excepted unless such insurance shall be vitiated by any act or default of the Leaseholder) including making good any damage caused to the Premises by the Leaseholder or any member of his /her household or any pet or visitor and to pay for any costs incurred by the Landlord in carrying out such works in default

and together with the other leaseholders owners and occupiers of the Building to keep clean and tidy the Common Parts

- 3.4 As often as the Landlord may reasonably require and in the last month of the Term however determined in a proper and workmanlike manner (and in the last month of the Term in colours approved by the Landlord) to paint paper treat and generally decorate in a style appropriate to property of a like character all the inside of the Premises previously or usually so painted papered treated and decorated
- 3.5 Forthwith to repair and make good any damage to the Common Parts caused by the Leaseholder or the Leaseholder's family servants or licensees or by any other person under the control of the Leaseholder in such manner as the Landlord shall reasonably direct and to its reasonable satisfaction
- 3.6
 - 3.6.1 Not to make any alterations or additions to the exterior of the Premises or any structural alterations or structural additions to the interior of the Premises nor to erect any new buildings thereon nor in any way to interfere with the outside of the Building nor to remove any of the Landlord's fixtures from the Premises
 - 3.6.2 Not to make any alteration or addition of a non-structural nature to the interior of the Premises without the previous written consent of the Landlord such consent not to be unreasonably withheld
- 3.7 To execute and do at the expense of the Leaseholder all such works and things whatever as may at any time during the Term be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Premises or any part thereof PROVIDED ALWAYS that the Leaseholder shall not be liable by virtue of this Condition to execute or do any works which fall within the scope of Condition 5.3
- 3.8 Promptly to serve on the Landlord a copy of any notice order or proposal relating to the Premises and served on the Leaseholder by any national local or other public authority
- 3.9 Promptly to give notice to the Landlord of any defect or want of repair in the Building or Common Parts
- 3.10 To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Landlord for the purpose of or incidental to the preparation and service

of a Notice under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief by the Court or otherwise incurred by the Landlord in respect of any breach of covenant by the Leaseholder

- 3.11 To obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Leaseholder on the Premises or any part thereof or in respect of any use thereof during the Term
- 3.12 To permit the Landlord and its surveyor or agent at all reasonable times on notice to enter the Premises for the purpose of viewing their condition and to make good all defects and wants of repair of which notice in writing is given by the Landlord to the Leaseholder and for which the Leaseholder is liable under the Lease within three months after the giving of such notice
- 3.13 If the Leaseholder shall at any time make default in the performance of any of his repairing covenants it shall be lawful for the Landlord (but without prejudice to the right of re-entry under Condition 6.1) to enter upon the Premises and repair the same in accordance with those covenants and the expense of such repairs including surveyors' fees shall be repaid by the Leaseholder to the Landlord on demand
- 3.14 At all reasonable times during the Term on notice (except in an emergency) to permit the Landlord and the lessees of other flats in the Building with workmen and others to enter the Premises for the purpose of repairing any adjoining or neighbouring premises and for the purpose of repairing maintaining and replacing all sewers drains pipes cables gutters wires party structures or other conveniences belonging to or serving the same the party so entering making good any damage thereby caused
- 3.15 At the expiration or sooner determination of the Term peaceably to yield up the Premises to the Landlord in a condition consistent with the performance by the Leaseholder of his repairing covenants PROVIDED THAT damage by fire or other risks insured under Condition 5.2 is excepted from the Leaseholder's liability under this Condition unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder
- 3.16
 - 3.16.1 Not to assign underlet charge or otherwise part with possession of part only of the Premises

- 3.16.2 Not to underlet the whole of the Premises (otherwise than by way of mortgage) without the consent in writing of the Landlord which will not be unreasonably withheld or delayed subject to the payment of the Landlords reasonable costs and disbursements and subject to the Service Charge payments in accordance with Clause 3.1 hereof
- 3.16.3 In the event of any underletting to supply a copy of the letting agreement or underlease to the Landlord and to notify the Landlord forthwith of any change in the provisions thereof.
- 3.17 Within one month of any assignment mortgage charge devolution or other disposition of the Leaseholder's interest in the Premises to give notice of it in writing together with full details to the Landlord and to pay a reasonable fee to the Landlord for the registration of the notice
- 3.18 Not to use or permit or suffer to be used the Premises or any part thereof for any purpose whatever other than as a private residence for occupation in a single household nor for any purpose from which a nuisance can arise to the owners lessees or occupiers of the premises in the neighbourhood nor to use the premises for any illegal or immoral purposes
- 3.19 To provide carpets or such other suitable floor coverings to the floors of the Premises
- 3.20 To repay to the Landlord all costs charges and expenses incurred by it in repairing renewing and reinstating any part of the Building not demised by the Lease or any part of the Common Parts or any other part of the Estate or land or property adjacent to the Estate (if any) for which the Landlord may be liable or become liable and which provides a benefit to the Estate so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act neglect or default of the Leaseholder
- 3.21 To do such acts and things as may reasonably be required by the Landlord to prevent any easement or right belonging to or used with the Premises from being obstructed or lost and not knowingly to allow any encroachment to be made on or easement acquired over the Building and in particular not to allow the right of access of light from or over the Building to any neighbouring property to be acquired
- 3.22 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 either:

- 3.22.1 to be audible outside the Premises or
- 3.22.2 at any time or times so as to cause any nuisance or annoyance to any of the other owners tenants or occupiers of the Building
- 3.23 Not to cause or permit harassment or abuse of the owners, lessees or occupiers of neighbouring premises or their visitors on the grounds of colour, race, ethnic or national origin, disability, age or sexual orientation
- 3.24 At all times when not in use to keep shut the entrance door to the Premises and between the hours of Eleven p.m. and Eight a.m. to ensure that no noise is made in any part of the Building and in particular between such hours to ensure that the main entrance door to the Building and the entrance door to the Premises are closed as quietly as possible and that no disturbance or annoyance is caused to the tenants or occupiers of the other flats or premises in the Building
- 3.25 Not to keep any bird reptile dog cat or any other animal (except small caged bird or fish in an aquarium) in the Premises without the written permission of the Landlord. Permission may be withdrawn if the Landlord believes the animal may be causing a nuisance to owners, lessees or other occupiers of neighbouring premises
- 3.26 No external wireless or citizen band or television aerial or TV satellite receiving dish shall be erected by the Leaseholder without the consent of the Landlord
- 3.27 Not to use or permit to be used such part or parts of the Estate or the Common Parts for the playing of games of any description or any other sport or pastime which may annoy or inconvenience any other person or persons living in the building nor shall any bicycles skates or skateboards be used or ridden at any time anywhere on the Estate or the Common Parts
- 3.28 Not to erect fences or plant fast growing conifers in the garden hereby demised (if any) and to keep as patio/turf as laid out
- 3.29 To maintain and tend the garden (if any) forming part of the premises in a good and husbandlike manner
- 3.30 To keep the balcony adjoining the Premises (if any) in a clean and tidy state and condition
- 3.31 Not to store in the Premises any petrol or other inflammable liquid or any explosive gas or matter
- 3.32 At all times to use the refuse store and bins (if provided) as the sole method for the

disposal of dust and refuse of whatever nature all perishables to be in sealed containers

- 3.33 To arrange for gas safety inspections in the Premises every twelve months by a Gas Safe registered gas installer or similarly qualified gas installer to ensure that all gas appliances in the Premises are maintained in good working order and upon request to supply to the Landlord a copy of such inspections

CHAPTER FOUR

4. LEASEHOLDERS COVENANTS

THE LEASEHOLDER COVENANTS WITH THE LANDLORD and severally with and for the benefit of the tenants and occupiers from time to time of the other flats and premises in the Building as follows:-

- 4.1 Not to use nor permit nor suffer to be used the Premises or any part thereof other than as a private residence for occupation by a single household
- 4.2 Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any premises in or any part of the Building or may cause an increased premium to be payable in respect thereof
- 4.3 To pay in addition to the sums properly expended by the Landlord pursuant to its covenant in Clause 5.2 hereof the relevant excess (if any) on any claim in the event of damage to the Premises by an insured risk
- 4.4 Not to do or permit to be done anything which may cause obstruction or interference in any of the pipes or drains or other service conduits in the Building or serving it
- 4.5 Not to do or permit to be done anything which may cause an obstruction or interference in the Estate and the Common Parts and to keep the same free of obstruction at all times
- 4.6 To comply with such reasonable regulations as the Landlord may make from time to time relating to the putting out of refuse for removal and such other matters as the Landlord considers necessary or desirable for the purpose of securing the safety orderliness or cleanliness of the Building or the comfort or convenience of the tenants of the other flats in the Building or the efficient and economical performance by the

Landlord of its obligations under the Lease

- 4.7 That the Leaseholder shall if required by the Landlord become a member of any management company set up by the Landlord or other person with the consent of the Landlord to take over the Landlord's interest in the Premises or any part or parts thereof or the Landlord's management obligations or responsibilities under the Lease (whether or not this includes the assignment or transfer of the Landlord's reversionary interest itself to the company) and will if further required by the Landlord become a secretary or director of such company
- 4.8 The Leaseholder shall not assign the Lease without requiring the assignee to become a member of any such management company set up by the Landlord or other person with the consent of the Landlord as mentioned in Condition 4.7 in place of the Leaseholder
- 4.9 To observe and perform the covenants contained or referred to in the Registers of the Landlord's title so far as the same are still subsisting and remain to be observed and performed and to indemnify the Landlord against any breach or non-observance or non-performance thereof or otherwise in respect of the Premises and the title
- 4.10 Immediately on request to execute any easement deed or document required by a public or statutory authority in respect of the provision maintenance or adoption of the estate roads estate sewers or service media

CHAPTER FIVE

5. LANDLORD'S COVENANTS

THE LANDLORD COVENANTS WITH THE LEASEHOLDER as follows:-

- 5.1 That the Leaseholder paying the Ground Rent (if demanded) and performing and observing his covenants may peaceably enjoy the Premises during the Term without any lawful interruption by the Landlord or any person rightfully claiming under or in trust for it
- 5.2 That the Landlord will at all times during the Term (unless such insurance shall be vitiated by any act or default of the Leaseholder) keep the Building insured against loss or damage by fire and such other risks as the Landlord may from time to time reasonably determine or the Leaseholder or the Leaseholder's mortgagee may reasonably require in some insurance office of repute to its full reinstatement value

(including all professional fees in connection with any reinstatement and two years' loss of rent) and whenever required will produce to the Leaseholder the insurance policy and the receipt for the last premium for the same and will in the event of the Building or any part thereof being damaged or destroyed by fire or other risks covered by such insurance as soon as reasonably practicable make a claim against the insurers and layout the insurance moneys in the repair rebuilding or reinstatement of the same

5.3 That subject to payment of the Ground Rent (if demanded) and Service Charge and except to such extent as the Leaseholder or the tenant of any other part of the Building shall be liable in respect thereof respectively under the terms of the Lease (or of any other lease) the Landlord shall maintain improve repair redecorate and renew (including any latent defect)

5.3.1 the roof foundations and main structure of the Building and all external parts thereof including all external and load-bearing walls the windows and doors on the outside of the flats within the Building (save the glass in any such doors and windows) and all parts of the Building which are not the responsibility of the Leaseholder under the Lease or of any other leaseholder under a similar lease of other premises in the Building

5.3.2 the pipes sewers drains wires cisterns and tanks and other gas electrical drainage ventilation and water apparatus and machinery in under and upon the Building (except such as serve exclusively an individual flat in the Building and except such as belong to British Telecom or any other public utility supply company or authority)

5.3.3 the Common Parts

5.4 That subject as aforesaid and so far as practicable (and so far as the same is not the responsibility of the Leaseholder or any other leaseholder owner or occupier) the Landlord will keep the Common Parts within the Building adequately cleaned and lighted PROVIDED THAT

5.4.1 the Landlord shall not be liable to the Leaseholder for any failure in or interruption of such services not attributable to its neglect or default; and

5.4.2 the Landlord may add to diminish modify or alter any such service if by reason of any change or circumstances during the Term such addition diminution or alteration is in the opinion of the Landlord reasonably necessary or desirable in the interest of good estate management or for the benefit of the occupiers of the Building or any part thereof

- 5.5 That every lease or tenancy of flats in the Building hereafter granted by the Landlord shall contain covenants to be observed by the tenant similar to those set out in Chapter Four and (save in the case of any premises which may be let on periodic tenancies) shall be substantially in the same form as the Lease
- 5.6 If so required by the Leaseholder to enforce the tenant's covenants similar to those contained in the Lease which are or may be entered into by the tenants of other flats or premises in the Building so far as they affect the Premises provided the Leaseholder indemnifies the Landlord against all costs and expenses of such enforcement

CHAPTER SIX

6. STIPULATIONS AND PROVISIONS

- 6.1 If the Service Charge or any part of it shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Leaseholder shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon the Term shall end but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Leaseholder's covenants PROVIDED ALWAYS and without prejudice to any of the Landlord's rights under the Lease the Landlord shall give reasonable notice to any mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Condition 3.17
- 6.2 The Landlord shall not be liable for any damage suffered by the Leaseholder or any member of the Leaseholder's family or any employee servant or licensee of the Leaseholder through any defect in any fixture tank pipe wire staircase machinery apparatus or thing in the Building or through the neglect default or misconduct of any servant employed by the Landlord in connection with the Building or for any damage to the Premises due to the bursting or overflowing of any pipe tank boiler or drain in the Building except in so far as any such liability may be covered by insurance effected by the Landlord
- 6.3 Notwithstanding anything contained in the Lease the Landlord shall have power without obtaining any consent from or making any compensation to the Leaseholder to deal as the Landlord may think fit with any other land buildings or premises adjoining or near to the Premises and to erect rebuild or heighten on such other land or premises any buildings whatsoever whether such buildings shall or shall not affect or diminish

the light or air which may now or at any time during the Term be enjoyed by the Leaseholder

- 6.4 The Landlord shall have power at its discretion to alter the arrangement of the Common Parts PROVIDED that after such alteration the access to and amenities of the Premises are not less convenient than before
- 6.5 Every internal wall separating the Premises from any other part of the Building shall be a party wall severed medially
- 6.6 If the whole or any part of the Premises (or Common Parts necessary for access to it) is destroyed or damaged by fire or any other risks covered by the Landlord's insurance so as to be rendered unfit for use then (unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder) the Rent or a fair proportion of it shall be suspended until the Premises (and the Common Parts necessary for access) are again fit for use
- 6.7
- 6.7.1 If for any reason the repair rebuilding or reinstatement of the Building shall be impossible following damage or destruction by any of the risks insured under clause 5.2 of this lease:
- (a) the Landlord's obligation to reinstate the Building shall be deemed to be discharged;
 - (b) the Landlord shall hold all proceeds of the insurance policy of the Building on trust for the Landlord the Leaseholder and the other leaseholders and owners in proportion to their respective interests in the Building at the time of the damage or destruction as agreed in writing between the Landlord and the Leaseholder and the other leaseholders and owners failing agreement as determined pursuant to 6.7.2 and
 - (c) the Landlord shall pay such sums due to the Leaseholder and the other leaseholders and owners within three months of agreement or on determination pursuant to clause 6.7.2.
- 6.7.2 Any dispute arising regarding this clause 6.7 shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

- 6.8 The Landlord shall not be liable for and no claims shall be made against it in respect of loss however arising or to whomsoever attributable by theft or otherwise from the Premises or any other part of the Building of money jewellery articles of value or other property or effects belonging to the Leaseholder his family servants visitors or licensees or in respect of damage occasioned by any intruder to the Premises or any part thereof
- 6.9 The covenants and conditions herein contained shall only be binding upon the Leaseholder until such time as his interest shall be assigned subject to the provisions of Condition 3.16 hereof and notice of any assignment has been given to the Landlord pursuant to Condition 3.17 hereof and shall only be binding upon the Landlord until such time as it shall cease to have any estate or interest in the Building
- 6.10 Section 196 of the Law of Property Act (as amended) will apply to all notices served under this Lease. This section deals with the manner in which notices may validly be served
- 6.11 The Landlord's address for service of notices (in accordance with Section 48 of the Landlord and Tenant Act 1987) is the address that appears at the beginning of this Lease unless we notify you of a change of address
- 6.12 The parties hereto declared that they do not intend any term hereof to be enforceable by any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.

CHAPTER SEVEN

7. SERVICE CHARGE PROVISIONS

- 7.1 IN this Chapter the following expressions have the following meanings:-
- 7.1.1 "Account Year" means a year ending on the thirty- first day of March (unless otherwise specified in the Lease) the whole or any part of which falls within the Term
- 7.1.2 "Specified Proportion" means the proportion specified in the Lease or such other percentage as the Surveyor may determine to be a fair proportion of the Service Provision in the event of any material change of circumstances on the Estate or any addition to the Estate
- 7.1.3 "Service Provision" means the sum computed in accordance with Conditions 7.4, 7.5 and 7.6

- 7.1.4 "Service Charge" means the Specified Proportion of the Service Provision
- 7.1.5 "Surveyor" means a member of the Landlord's management team appointed for the purpose of this Chapter
- 7.2 THE LEASEHOLDER COVENANTS with the Landlord to pay the Service Charge as rent during the Term by equal payments in advance at the times specified in Condition 3.1 PROVIDED ALWAYS THAT all sums paid to the Landlord in respect of that part of the Service Provision which relates to the reserve referred to in Condition 7 .4.2 hereof shall be held by the Landlord in trust for the Leaseholder until applied towards the matters referred to in Condition 7 .4.2 and all such sums shall only be so applied. Any interest on or income of the said sums being held by the Landlord pending application as aforesaid shall (subject to any liability to tax thereon) be added to the said reserve
- 7.3 The Service Provision in respect of any Account Year shall be computed before the beginning of the Account Year and shall be computed in accordance with Condition 7.4
- 7.4 The Service Provision shall consist of a sum comprising:-
- 7.4.1 the expenditure estimated by the Surveyor as likely to be incurred in the Account Year by the Landlord upon the matters specified in Condition 7.5 after allowing for any amount which the surveyor deems it appropriate to take from the reserve accumulated pursuant to paragraph 7.4.2 below in respect of such expenditure and
- 7.4.2 an appropriate amount as a reserve for or towards such of the matters specified in Condition 7.5 as are likely to give rise to expenditure after such Account Year being matters which are likely to arise either only once during the then unexpired Term or at intervals of more than one year including (without prejudice to the generality of the foregoing) such matters as the decoration of the exterior of the Building (the said amount to be computed in such manner as to ensure as far as is reasonably foreseeable that the Service Provision shall not fluctuate unduly from year to year)
- 7.5 The relevant expenditure to be included in the Service Provision shall comprise all expenditure reasonably incurred by the Landlord in connection with the repair management insurance or maintenance of and provision of services in this lease and shall also include (without prejudice to the generality of the foregoing):-

- 7.5.1 the costs of and incidental to the performance of the Landlord's covenants contained in Conditions 5.2, 5.3 and 5.4
- 7.5.2 the costs of and incidental to compliance by the Landlord with every notice regulation or order of any competent local or other authority in respect of the Estate
- 7.5.3 all reasonable fees charges and expenses payable to the Surveyor, any solicitor, accountant, valuer, architect or other person whom the Landlord may from time to time reasonably employ in connection with the management of the Estate including the computation and collection of rent (but not including fees, charges or expenses in connection with the effecting of any letting or sale of any premises) including the cost of preparation of the account of the Service Charge and the collection of service charges and if any such work shall be undertaken by an employee of the Landlord then a reasonable allowance for the Landlord for such work
- 7.5.4 any rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged imposed or payable on or in respect of the whole or any part of the Estate
- 7.5.5 any expenditure which the Landlord may be required to make towards the maintenance management and repair or otherwise of land adjoining or in the vicinity of the Estate and which provides a benefit to the Leaseholder or other occupiers of the Building
- 7.6 As soon as practicable after the end of each Account Year the Landlord shall determine and certify the amount by which the estimate referred to in Paragraph 7.4.1 shall have exceeded or fallen short of the actual expenditure in the Account Year not met from the reserve and the amount of the reserve unexpended at the end of the Account Year and shall supply the Leaseholder with a copy of the certificate and the Leaseholder shall be allowed or as the case may be shall pay forthwith upon receipt of the certificate the Specified Proportion of the excess or the deficiency
- 7.7 The Landlord will for the period that any premises in the Building are not let on terms making the tenant liable to pay a Service Charge provide in respect of all such premises a sum equal to the total that would be payable by the tenant thereof as aforesaid by way of contribution to the reserve referred to in Paragraph 7.4.2 of Condition 7.4 and the said reserve shall be calculated accordingly
- 7.8 For the avoidance of doubt it is hereby agreed and declared that the provisions of

Sections 18-30 Landlord and Tenant Act 1985 (as amended) shall apply to the provisions hereof

CHAPTER EIGHT

8. EASEMENTS RIGHTS AND PRIVILEGES

- 8.1 The right for the Leaseholder and all persons authorised by the Leaseholder (in common with all other persons entitled to the like right) at all times to use the Common Parts for all purposes incidental to the occupation and enjoyment of the Premises (but not further or otherwise)
- 8.2 The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the side and roof thereof
- 8.3 The free and uninterrupted passage and running of water and soil gas (if applicable) and electricity from and to the Premises through the sewers drains and watercourses cables pipes and wires which may be constructed in on under or through the Estate or any part thereof
- 8.4 The right for the Leaseholder with workmen and others at all reasonable times on notice (except in the case of emergency) to enter upon other parts of the Estate
 - 8.4.1 for the purpose of repairing cleansing maintaining or renewing any sewers drains and watercourses cables pipes and wires referred to in Condition 8.3
 - 8.4.2 for the purpose of repairing maintaining renewing or rebuilding the Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Premises causing as little disturbance as possible and making good any damage caused

CHAPTER NINE

9. EXCEPTIONS AND RESERVATIONS

There are excepted and reserved out of the demise to the Landlord and the lessees of other premises comprised in the Building:-

- 9.1 Easements rights and privileges over along and through the Premises equivalent to those set forth in Conditions 8.1, 8.2 and 8.3
- 9.2 The right for the Landlord or those authorised by it to erect and maintain scaffolding on the Building for so long as the same is required
- 9.3 The right for the Landlord and its surveyors or agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter the Premises for the purpose of carrying out its obligations under the Lease
- 9.4 The load bearing walls of the Building the floor structure and (if the Premises are on the top floor of the Building) the roof
- 9.5 All easements or rights of light and air or other easements or rights which (but for these present reservations) would restrict or interfere with the free use of any adjoining or neighbouring land and premises now or formerly within the ownership of the Landlord or within eighty years hereafter subsequently added thereto or amalgamated therewith for building or any other purposes and the Leaseholder shall not become entitled to any such easements or rights in respect of the Premises
- 9.6 All such rights as may be required by any drainage services or other authority in connection with any sewers drains services and other connecting media and apparatus and the right of the Landlord to grant to such authorities all easements wayleaves licences rights privileges needed in connection with the services usually provided or maintained by them