

Lease of Private Residential Unit

Lease

of Unit [] Thomas Edward Coard Building
Cricklade Road Swindon

- (1) Bristol Housing Limited Liability Partnership
- (2) []
- (3) Cricklade Road Management Company Limited

Term starts: 1 July 2004

For years: 999

Initial rent: £[]

Dated 200

Ref: 30/PG4/JB1/019637/216

- 1.7 For the purpose of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Lessee
- 1.8 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 the sum of [£250,000/£500,000]

2. Interpretation

In this Lease unless the context otherwise requires :

- 2.1 "Amenity Areas" shall mean the bin stores motorcycle and bicycle stores and disabled parking all forming part of the Common Parts
- 2.2 "the Commercial Units" means the two units marked Unit A and Unit B on Plan 1 and forming part of the Development
- 2.3 "Common Parts" shall mean the main structure roofs roof voids external walls foundations entrances stairways halls corridors driveways access route Amenity Areas and such other parts of the Development not intended to be included in any Lease granted or to be granted by the Lessor
- 2.4 "the Development" is the Lessor's development at Thomas Edward Coard Building Cricklade Road Swindon and shall include the buildings or structures erected or to be erected thereon or on some part thereof and of which the Lessor is the Registered Proprietor under Title Number WT87330
- 2.5 "the Development Regulations" shall mean any reasonable rule or regulation made by the Company from time to time for the benefit use and enjoyment of the Development
- 2.6 "the Insured Risks" shall include the following:
- 2.6.1 loss or damage by fire lightning explosion storm tempest flood bursting or overflowing of water tanks apparatus or pipes earthquake aircraft (but not hostile aircraft) and other aerial devices or articles dropped from them riot and civil commotion malicious damage subsidence and heave and such other normal household risks for the full reinstatement value (net of any deductible or excess stated in the insurance policy) of the Development including architects' surveyors' and other professional fees and incidental expenses consequent upon re-building or re-instating the Development
 - 2.6.2 accidental damage or breakage of any windows of the Common Parts and the Premises
 - 2.6.3 damage to the front doors of the Premises and the Common Parts
 - 2.6.4 third party and property owner's liability in respect of the Common Parts

- 2.6.5 such other risks for which insurance may from time to time be reasonably required by the Lessor and/or the Company
- 2.7 "the Lessor" and "the Lessee" shall include their respective successors in title and shall be interpreted to include the singular or the plural and the masculine gender shall include the feminine and the neuter and vice versa and any covenants expressed to be made by two or more persons in this Lease shall be deemed to be made by them jointly and severally
- 2.8 "Notice" shall mean any notice in writing served by the Lessor the Lessee or the Company by any of the modes prescribed by Section 196 of the Law of Property Act 1925 and any notice served by the Lessor shall be sufficiently served by any agent of the Lessor
- 2.9 "Plan 1" and "Plan 2" shall mean the plan or plans annexed hereto and numbered 1 and 2
- 2.10 "the Premises" shall include : -
- 2.10.1 the internal coverings of the load bearing walls of the Premises and all doors and windows in such walls with their frames glass furniture and locks (but not the external decorative parts thereof)
- 2.10.2 any internal non-load bearing walls or partitions and doors windows frames glass furniture and locks
- 2.10.3 the coverings of the ceilings below the joists or structural ceiling supports and the floorboards or floor surfaces above the joists or structural floor supports
- 2.10.4 all Service Media serving exclusively the Premises (and not being owned by statutory or other utility authorities etc)
- 2.10.5 all fixtures and fittings in the Premises (except the Lessees fixtures and fittings)
- 2.10.6 any balcony or balconies integrated therewith (but not the external decorative parts thereof)
- 2.11 "the Premises" shall exclude all structural parts of the Development of which the Premises form part including the load bearing walls and roofs roof void foundations and any Service Media which do not exclusively serve the Premises
- 2.12 "Reserve Fund" shall mean such funds as are considered necessary by the Company (whose decision shall be final) to provide a non-refundable reserve fund or funds for items of future expenditure expected to be incurred in connection with the Development
- 2.13 "Service Charge" shall mean the Lessee's contributions (by way of additional Rent) towards the Company's or Lessor's costs throughout the Term for the services

described in paragraphs 7, 8 and 9 of the Fourth Schedule and paragraphs 1 - 25 of the Fifth Schedule of this Lease such contributions to be the Lessee's Relevant Proportion to be paid in accordance with paragraph 2 of the Sixth Schedule of this Lease

- 2.14 "Service Media" shall mean the sewers drains channels pipes watercourses gutters mains wires cables tanks apparatus conduits aerials and any other conducting media for the supply of water electricity gas telephone radio television signals security and entryphone installations and for the disposal of foul and surface water serving the Development which are necessary for the Lessee's use and enjoyment of the Premises and which may be used in common with the Lessor and/or other occupiers of the Development
- 2.15 "Title Matters" means the matters set out in the Eighth Schedule
- 2.16 "Title Number" means title number WT87330
- 2.17 References in this Lease to statutes or other legislation shall include re-enactments and modifications thereof
3. **In Consideration** of the Purchase Price (the receipt of which the Lessor hereby acknowledges) and reserving unto the Lessor the Rent and subject to the Lessee's covenants hereinafter contained and subject to the Title Matters the Lessor DEMISES to the Lessee the Premises with full title guarantee TOGETHER WITH the rights described in the First Schedule EXCEPTING AND RESERVING unto the Lessor and other lessees or occupiers of any property comprised in the Development all those matters described in the Second Schedule TO HOLD the same unto the Lessee for the Term
4. **The Lessee** covenants with the Lessor and as a separate covenant with the Company and with the lessees of the other parts of the Development to observe and perform the obligations set out in the Third Schedule
5. **The Lessor** relying on the covenants on the part of the Lessee contained in this Lease covenants with the Lessee throughout the Term to observe and perform the obligations set out in the Fourth Schedule
6. **The Company** relying on the covenants on the part of the Lessor and the Lessee contained in this Lease covenants with the Lessor and the Lessee throughout the Term to perform the duties set out in the Fifth Schedule and indemnifies the Lessor and the Lessee against any liability in respect of the same
7. **The Lessor** the Lessee and the Company agree and declare that the provisions contained in the Sixth Schedule shall apply to this Lease

IN WITNESS whereof the parties have executed this Lease in the manner hereinafter appearing

First Schedule

(Rights and Easements granted in favour of the Lessee)

1. The right for the Lessee and all persons authorised by the Lessee (in common with the Lessor the Company and all others lawfully entitled) for the purposes only of access to and egress from the Premises and Amenity Areas with or without vehicles (as appropriate) to use such parts of the Common Parts as afford the same
2. The right for the Lessee and all persons authorised by the Lessee (in common with the Lessor the Company and all others lawfully entitled) to the use of the Service Media which now are or will be constructed upon the Development for the free passage and running of water soil gas (if any) electricity telephone television radio signals and other services from and to the Premises through and from the Service Media forming part of the Development
3. The right of support and protection for the Premises from the remainder of the Development
4. Such rights of access to and entry upon the other parts of the Development with or without workmen at all reasonable times on giving reasonable prior notice to the Lessor the Company or such other lessees or occupiers of the Development who shall be affected by such entry (except in the case of emergency) as are necessary for the proper performance of the Lessee's obligations hereunder or for the repair decoration maintenance or inspection of the Premises or the Service Media the Lessee in exercising such rights causing as little damage as possible and making good any damage caused
5. The right for the Lessee and all persons authorised by the Lessee (in common with the Lessor the Company and the lessees of other apartments in the Development) to use any Amenity Areas comprised in the Development for the purpose for which they are designated and in accordance with such regulations as the Lessor and/or the Company shall from time to time reasonably make

Second Schedule

(Exceptions and Reservations in favour of the Lessor the Company and other lessees or occupiers of property comprised in the Development)

1. The right for the Lessor the Company and all persons authorised by it (in common with the Lessee and all others lawfully entitled) to the use of the Service Media which now are or will be constructed upon the Premises for the free passage and running of water soil gas (if any) electricity telephone television radio signals and other services from and to those parts of the Development not included in the Premises through and from the Service Media forming part of the Premises
2. The right of support and protection from the Premises for the remainder of the Development
3. Such rights of access to and entry upon the Premises by the Lessor its lessees and tenants servant and agents and the Company with or without workmen at all reasonable times on giving reasonable prior notice to the Lessee (except in the case of emergency) as are necessary for the proper performance of its or their obligations hereunder or under covenants relating to the other parts of the Development for the repair decoration maintenance or inspection of the other parts of the Development or the Service Media and inspection of the Premises provided always that the Lessor its lessees or the Company in exercising such rights will make good any damage caused to the reasonable satisfaction of the Lessee but neither the Lessor nor the Company will be liable to the Lessee for any inconvenience caused
4. The right for the Lessor at any time or times hereafter without obtaining the consent of or paying compensation to the Lessee to alter build or re-build other parts of the Development or otherwise deal therewith notwithstanding that the access of light or air or other easements to the Premises (except those expressly granted by this Lease) is in any way diminished
5. The right for the Lessor at any time or times hereafter without obtaining the consent of or paying compensation to the Lessee or the Company to alter and to vary the layout of the driveway access route and Amenity Areas forming part of the Development
6. The benefit of all easements wayleaves licences rights and privileges granted or to be granted by the Lessor in connection with the services usually provided or maintained for the benefit and advantage of the Development or any part thereof and the Lessee shall if necessary (without cost to the Lessee) grant to the relevant Statutory Undertaker or Service Company such easements wayleaves licences rights and privileges and enter into such covenants as they shall require in connection with the provision and maintenance of those services

Third Schedule

(The Lessee's Obligations)

1. To pay the Rent to the Lessor or their agents at the times and in the manner provided in clause 1.4 of this Lease without any deductions whatsoever
2. To pay the Service Charge to the Company or their agents at the times and in the manner provided in paragraph 2 of the Sixth Schedule to this Lease
3. To pay interest at the rate of four per centum (4%) above Barclays Bank Plc base rate from time to time on all sums unpaid for twenty one days and payable by way of Rent or Service Charge which shall be in arrears from the day due until the date of actual payment
4. To pay and indemnify the Lessor against all existing and future rates taxes and outgoing payments payable in respect of the Premises or any part thereof (other than those relating to the reversionary interest of the Lessor in the Premises)
5. To keep the Company and the Lessor indemnified in respect of charges for other services payable in respect of the Premises which the Lessor or the Company shall from time to time during the Term be called upon to pay such sums to be repaid to the Lessor or the Company on demand
6. To keep the Premises in good repair and condition at all times including the renewal and replacement forthwith of all worn or damaged parts but so that the Lessee shall not be liable for any damage which may be caused by any of the risks covered by the insurance referred to in the Fourth Schedule hereto (unless such insurance shall be wholly or partly vitiated by any act or default of the Lessee or any member of the family employee visitor of the Lessee or other such occupiers) or for any work for which the Company may be expressly liable under the covenants on the part of the Company herein contained
7. As often as may be necessary and at least once in every fifth year and in the year before the end of the Term to paint with two coats of good quality paint and in a proper and workmanlike manner all of the internal walls surfaces doors wood metal and other parts of the Premises which usually are or ought to be painted using materials of suitable and appropriate quality
8. To clean all the internal surfaces of the windows and any external glass doors of the Premises at least once in every eight weeks
9. To repair maintain and replace (when necessary) all the Service Media exclusively serving the Premises
10. To permit the Lessor or the Company or their respective agents with or without workmen (who shall give reasonable prior notice in writing to the Lessee except in case of emergency) to enter the Premises in connection with the repair maintenance examination alteration or development of any adjoining or neighbouring dwellings

Common Parts or the Service Media in the Development (but only in circumstances where such repair maintenance or development cannot be carried out without such entry) or in order to comply with any requirements of any competent authority subject to the Lessor and the Company exercising such right in a reasonable manner and making good any damage caused to the Premises thereby to the reasonable satisfaction of the Lessee

11. To permit the Lessor or the Company or their respective agents with or without workmen to inspect the Premises for the purpose of ensuring that the Lessee's covenants herein are being observed and performed at reasonable times and upon giving the Lessee Notice of any defects or breaches of the Lessee's covenants within Twenty Eight days (or forthwith in an emergency) to remedy any such breach of the covenants for which the Lessee is liable to the reasonable satisfaction of the Lessor or Company or their respective agents and in the case of default the Lessor or the Company or their respective agents with or without workmen may enter the Premises and remedy any breach and the proper costs and expenses thereof shall be a debt due from the Lessee to either the Lessor or the Company payable by the Lessee on demand and be forthwith recoverable by action for monies paid by the Lessor or the Company
12. To comply at all times and in all respects during the Term with all Acts Regulations Bye-Laws or Orders whether made by Government Municipal or other competent body or authority and to comply with any conditions imposed thereby insofar as the same relate to or affect the Premises and to do all such works as may be directed to be done in respect of the Premises and at all times to indemnify the Lessor and keep the Lessor indemnified against any breach non-performance or non-observance of any Act Regulation Bye-Law or Order and to repay to the Lessor any costs charges or expenses incurred by the Lessor in respect of any such Acts Regulations Bye-Laws or Orders in connection with the Premises
13. To deliver to the Lessor and the Company forthwith a copy of every notice or other document of whatever description affecting or likely to affect the Premises or any part thereof received by the Lessee from any authority or person whatsoever whether such notice or other document as aforesaid shall be served on the Lessee or on any tenant of the Lessee and to comply at the Lessee's expense with such notices
14. To be responsible for and to indemnify the Lessor and the Company against the cost of all damage occasioned to the Premises or other parts of the Development and against all actions costs claims demands and liabilities whatsoever in respect of injury or damage to person or property due to or arising from the act neglect or default of the Lessee or any of the Lessee's tenants servants agents licensees or invitees
15. To deposit all domestic refuse only (being suitably wrapped in the interests of hygiene) in a refuse disposal container to be kept in the bin stores forming part of the Development or in a refuse disposal container kept within the Premises
16. To comply with any Development Regulations from time to time specified by the Company for the management of the Development for the benefit of the lessees and occupiers generally and notified in writing to the Lessee and make every reasonable

endeavour to ensure that all persons living in or visiting the Development on their authority shall comply with the Development Regulations

17. To yield up quietly at the end of the Term to the Lessor the Premises in the state of repair condition and decoration in which this Lease requires the Lessee to keep it
18. To apply all moneys received by virtue of any insurance on the Premises to which the Lessee may be entitled in making good the loss or damage in respect of which the same shall have been received
19. To pay on demand to the Lessor or the Company without any deductions:
 - 19.1 all reasonable and proper expenses (including Solicitors costs and Surveyors fees) incurred by the Lessor incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court
 - 19.2 the reasonable and proper costs (including Surveyors fees) incurred by the Lessor or the Company on any application to it by the Lessee for any licence or consent in connection with the Lease and for preparing any such licence or consent whether or not the same shall be taken by the Lessee
 - 19.3 All expenses the Company may incur
 - 19.3.1 in collecting arrears of the Service Charge payable by the Lessee together with the interest at 4% above Barclays Bank Plc base rate
 - 19.3.2 in enforcing any obligation of the Lessee whether or not proceedings are taken.
20.
 - 20.1 Not at any time to assign sublet or part with possession of part only of the Premises
 - 20.2 Not at any time to assign or transfer the whole of the Premises unless contemporaneously with such assignment or transfer :
 - 20.2.1 the assignee or transferee applies for membership of the Company in accordance with the requirements of the articles of association of the Company but nothing in this clause shall require the following to become a member of the Company
 - (i) a person to whom the Lessee grants a tenancy of the whole of the Premises by way of an assured shorthold tenancy for a duration of not more than one year; or
 - (ii) a chargee or mortgagee of the whole of the Premises and;
 - 20.2.2 the assignee or transferee executes and delivers to the Company a deed of covenant with the Company in the form set out in the Seventh Schedule

hereto or in such other substantially similar form as shall from time to time be specified by the Company and to give effect to this covenant the Lessee and the Company and the Lessor hereby apply to the Chief Land Registrar for the following restriction to be entered on the Register of the title to this Lease:

"Restriction: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be completed by registration without a certificate signed by the disponee's solicitor or licensed conveyancer that the provisions of Clause 20.2 of the Third Schedule to the registered lease have been complied with".

- 20.3 Not to assign transfer or part with possession or occupation of the Premises during the last seven years of the Term without the prior written consent of the Lessor (such consent not to be unreasonably withheld)
21. On the occasion of any underlease or tenancy agreement (which expression shall in this clause include any immediate or derivative underlease or tenancy agreement but shall not include any underlease or tenancy agreement for a term not exceeding three years granted at a rack rent and without payment of a fine or premium) of the whole of the Premises to insert a covenant by the underlessee or tenant as the case may be directly with the Lessor and a separate covenant with the Company to observe and perform the covenants on the part of the Lessee and the conditions contained in the Third Schedule of this Lease
22. Within one month of any assignment transfer mortgage charge underlease or tenancy agreement of the whole of the Premises or grant of probate or letters of administration order of court or other matter disposing of or affecting the Premises or devolution of or transfer of title to the same to give or procure to be given to the secretary of the Company notice in writing of such disposition or devolution or transfer of title with full particulars thereof and in the case of an underlease a copy thereof for registration and retention by it AND at the same time to produce or cause to be produced to them a certified copy of the document effecting or (as the case may be) evidencing such disposition or other matter AND to pay or cause to be paid at the same time to the Company such reasonable fee as appropriate at the time of registration but being not less than fifty pounds in each case together with Value Added Tax thereon in respect of any such notice
23. Not to resign from or to dispose of the rights attaching to membership of the Company to any person other than a mortgagee of the Premises so long as the Lessee retains any estate or interest in the Premises
24. Not to obstruct the access route driveway footpaths parking areas landings stairways or communal areas comprised in the Development nor to deface or to deposit litter in the same.
25. Not to permit to be used or use the Premises for any purpose that would breach any provisions of the Town and Country Planning Act 1990 or any enactment amending

- or replacing it and to keep the Lessor and the Company indemnified against all claims demands and liabilities in respect of any such contravention
26. Not to use any parking space included in this demise for any purpose other than the parking of one motor car and/or motor cycle of a roadworthy nature
 27. Not to allow any boat house on wheels caravan or vehicles of a commercial nature to be brought onto any part of the Development
 28. Not to do anything on or within the Premises which may be a nuisance to the Lessor or the lessees or occupiers of any dwelling on the Development and not to use any equipment or instruments whether electrical or non electrical which may be audible outside the Premises between 11pm and 8am
 29. Not to use the Premises for any illegal or immoral purposes nor to permit any illegal drug or drugs to be brought on to the Premises
 30. 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
 31. Not to do or bring anything on the Premises which shall or may cause any policy of insurance in respect of the Development to become void or voidable or the premium or premiums payable in respect of any such policy of insurance to be increased above the ordinary or common rate and so far as the Lessee is liable hereunder to comply in all respects with the reasonable requirements of the insurers with which the Development or any part thereof may for the time being be insured and forthwith to make good to the Company or the Lessor all loss or damage sustained by the Company or the Lessor consequent upon any breach of this provision
 32. Not without the prior written consent of the Company to keep any animal bird or reptile on the Premises which consent may be revoked at the reasonable discretion of the Company
 33. Not to place on or within the Premises any aerial satellite dish notice sign or advertisement so as to be visible from the exterior of the premises without the prior written consent of the Company
 34. Not to display or hang any window boxes clothes or washing from any window or balcony of the Premises
 35. Not to make any opening or penetration exceeding 25mm in diameter through the ceilings or internal or external walls of the Premises without the written consent of the Lessor or its agents
 36. Not to cut maim alter or injure any parts of the Premises nor to make any structural alterations or structural additions of any kind to the Premises without the previous written consent of the Lessor or its agents (such consent not to be unreasonably withheld) and not to carry out any internal non structural alterations without first giving notice to the Company

37. On making an application for consent for openings or alterations to submit to the Lessor or its agents such plans elevations and specifications as the Lessor or its agents shall require and to pay the legal and surveyors fees of the Lessor in connection with any such application and to carry out any work authorised only in accordance with such plans elevations and specifications as the Lessor or its agents shall approve in writing making use of good sound and substantial materials all of which shall be subject to inspection and reasonable approval by the Lessor or its agents
38. In the event of the Lessee at any time not occupying the Premises for a continuous period in excess of three calendar months to notify the Company or its managing agents in writing of the name and address of a suitable agent being a surveyor solicitor accountant or other person responsible for the compliance on behalf of the Lessee with the Lessees covenants contained in this Lease.
39. Not to use the Premises other than as a single private residence.
40. Not to make or permit or suffer to be made any claim or objection in respect of any works of construction building installation alteration addition or repair carried out on the Development or upon any land or property of the Company or in which the Lessor has an interest adjoining or near thereto by the Lessor or by any person authorised by it provided always that any such works shall be carried out with as little nuisance to the Lessee as reasonable practicable.
41. To observe and perform the covenants and conditions contained or referred to in the Property and Charges Register of the Title Number so far as the same are still subsisting and capable of being enforced and to indemnify the Lessor and the Company against all claims actions proceedings costs damages expenses demands in respect of any breach non-performance or non-observance thereof.
42. Not without the consent of the Company to display or permit or suffer the display of any estate agents or other board notice advertisement or publicity relating to the disposal of the Premises.

Fourth Schedule

(The Lessor's Obligations)

1. To allow the Lessee to peaceably and quietly hold and enjoy the Premises during the Term without any lawful interruption or disturbance by the Lessor or any other persons lawfully claiming through under or in trust for the Lessor provided always that the Lessee duly and punctually pays the Rent and the Service Charge and all other payments for which the Lessee is responsible and the Lessee observes and performs all the Lessee's obligations under this Lease
2. To ensure that the other dwellings on the Development have been or will be demised on terms similar to those contained in this Lease and to impose covenants on the part of the Lessee in a form similar to the covenants set out in the Third Schedule of this Lease so far as applicable
3. To construct and maintain all Service Media until such time as they shall have been adopted by the appropriate authority and to indemnify the Lessee against any costs in respect of the construction maintenance and adoption of the same
4. As soon as practicable after the erection of the buildings on the Development has been completed to complete the surfacing of the access route and driveway forming part of the Development.
5. At the request of the Lessee to enforce the covenants entered into by lessees of the other dwellings on the Development and by the lessees of the Commercial Units (in so far as such enforcement cannot be carried out by the Lessee or the Company) subject to the Lessee paying and indemnifying the Lessor in respect of all reasonable and proper costs and expenses involved and before the Lessor commences any enforcement the Lessee shall provide such reasonable security in respect of such costs and expenses as the Lessor may reasonably require
6. In the event of the Company failing to perform its duties contained in the Fifth Schedule and upon written request by the Lessee the Lessor covenants to carry out the duties itself subject to payment being made to the Lessor of an amount equal to the Service Charge which would have been paid to the Company on account of its performance of those duties whether or not payment has been previously made to the Company
7. To insure or to procure the insuring and pay for the cost of insuring the Insured Risks with a reputable insurance office unless such insurance should be vitiated by any act of default of the Lessee (such insurance shall extend to the Lessor the Company the Lessee for the time being of the Premises and their mortgagees) and if the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of re-building repair or re-instatement of the Development (or part of it) then the deficiency shall be treated as a further item of expense under the Fifth Schedule and the Relevant Proportion shall be recoverable from the Lessee accordingly and in the event of the Development (or part of it) being damaged or destroyed by the Insured Risks to repair re-build or re-instate the Development and to apply the

insurance money (or further monies recovered from the Lessee under this clause) for this purpose

8. To insure any risks for which the Company may be liable as an employer of persons working or engaged in business on the Development in such amounts as the Lessor shall think fit.
9. Immediately unless prevented by government or other regulations strikes lockouts and other causes beyond the control of the Lessor to arrange for the rebuilding repairing or reinstating in a good and substantial manner of such parts of the Development as shall from time to time become destroyed or damaged applying for the purpose the money to be received by virtue of the insurance referred to in paragraph 7 of this Schedule
10. For the period that any dwelling or Commercial Unit in the Development is retained by the Lessor or if following the grant of a lease thereof any such dwelling or Commercial Unit thereafter comes into its possession by determination or otherwise to observe and perform (mutatis mutandis) similar covenants and conditions as are herein contained on the part of the Lessee so far as they relate to such dwelling or Commercial Unit including the Service Charge attributable thereto

Fifth Schedule

The Company's Management Duties

1. To manage repair renew maintain glaze clean sweep keep in a generally tidy and good condition and when necessary rebuild the Common Parts
2. To maintain repair renew and cleanse all Service Media upon the Development
3. To pay for the costs (if necessary) of all water and electricity supplied for servicing the Common Parts
4. To paint and decorate those external parts of the Common Parts requiring decoration at least once in every four years or more often if necessary and to paint and decorate any internal parts of the Common Parts at least once in every five years or more often if necessary
5. To repair renew clean and maintain all lighting and heating appliances in the Common Parts
6. To keep the accessways adequately lighted and (when necessary) heated and in good repair clean and tidy
7. To repair and keep in good repair and condition any fences walls hedges or other boundary delineation surrounding the Development
8. To enforce against the lessees of the other dwellings on the Development and against the lessees of the Commercial Units at the request and cost of the Lessee the covenants on the part of the lessees contained in the leases of other dwellings in the Development and the leases of the Commercial Units and in the event of the Company recovering any damages for the breach or non-observance of any covenants on the part of the lessees of such other properties to hold such part of such damages as may be properly attributable to the Lessee's interest in the Premises on trust for the Lessee and at the Lessee's request to pay such damages to the Lessee less any costs or expenses reasonably incurred by the Company in enforcing such covenant but where the Company is likely to be involved in expenditure of any sum in excess of One Hundred Pounds (£100.00) it may before enforcing such covenant require the Lessee to pay the anticipated expenditure to it to be held by the Company upon trust for the Lessee for the purpose of enforcing the covenant
9. For a period of 2 years from the commencement of the Term to employ and pay the reasonable and bona fide costs of the managing agents appointed by the Company but if after the expiration of this period the Company does not appoint such managing agents it shall be entitled to charge a sum not exceeding 10% of the total of any expenditure incurred by the Company under the provisions of this Fifth Schedule for administration and the expenses incurred by the Company in carrying out its duties

10. To employ an independent auditor for the purpose of auditing the Company's accounts especially in respect of the Service Charge and certifying the total amounts of the Company's costs in respect of its maintenance duties under this Fifth Schedule
11. To calculate the Service Charge and issue accounts in accordance with the provisions of Sixth Schedule
12. To collect the Relevant Proportion of the Service Charge from each of the lessees liable to make such payments and the amounts due under Sixth Schedule paragraph 2
13. To accumulate a Reserve Fund or Funds in a separate interest accruing account and any interest on or income of such fund shall (after deduction of any tax and bank charges) be added to the fund or funds which shall be held by the Company in trust for the lessees of all the dwellings and buildings on the Development
14. To pay the reasonable and bona fide costs of the Company in complying with Clauses 18 - 30 of the Landlord and Tenant Act 1985 including any reasonable and bona fide legal costs incurred in successfully seeking a declaration that the Service Charge is reasonable
15. To comply with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders bye-laws made thereunder relating to the Development insofar as such compliance is not the responsibility of the Lessee of any of the Premises
16. To include in the Service Charge provision for any other expenses which are necessary for the Company to observe its management duties
17. To employ provide and pay such persons as the Company shall in its sole discretion deem necessary in connection with the upkeep of the Development including the salaries wages and all other payments (including payments in respect of redundancy and unfair dismissal) for the benefit of the lessees of the Development as a whole and the cost of the provision maintenance and renewal of any uniform provided for them and of all equipment and tools appropriate for the fulfilment of such employment.
18. To prepare and supply the Lessee with copies of the Development Regulations (if any)
19. To provide inspect maintain repair reinstate and renew any other equipment and provide any other service or facility which in the opinion of the Company it is reasonable to provide.
20. To administer the Company itself and arrange for all necessary meetings thereof to be held.
21. To pay and discharge the provision and maintenance costs of any common facility for entryphone electronic gates security surveillance systems or television reception
22. To clean all internal and external surfaces of the windows of the Common Parts and external surfaces of the windows of the Development that are not the cleaning

responsibility of the Lessee as referred to in clause 9 of the Third Schedule of this Lease so often as is reasonably required.

23. So far as is practicable to keep any carpets in the Common Parts in a clean and tidy condition and repair and replace the same as often as is reasonably required.
24. To manage maintain clean repair and if necessary renew the lift in the Development
25. To arrange (if necessary) for the emptying of any receptacles for normal domestic refuse for the use of the lessees of the Development

Provided that the observance and performance of all the preceding covenants on the part of the Company shall be conditional on the due payment by the Lessee of all sums of money covenanted to be paid by the Lessee under this Lease

Sixth Schedule

(Agreements and Declarations)

In this Sixth Schedule the following expressions shall have the following meanings:

"Section 106 Agreement" means the agreement entered into pursuant to the Town and Country Planning Act 1990 dated 13 August 2003 and made between (1) Swindon Borough Council (2) Bristol Housing Limited Liability Partnership (3) National Westminster Bank Plc

"Affordable Housing" and "Affordable Housing Units" shall have the same meaning as given to it in the S106 Agreement

The Lessor the Company and the Lessee agree and declare that the following provisions shall apply :

1. The Company has been formed to undertake the maintenance of the Development in accordance with this Lease and the Lessee has agreed to become a member of the Company
2.
 - (a) The Lessee will pay in advance to the Company without deduction one half of the Lessee's Relevant Proportion on each of the First day of January and the First day of July in every year throughout the Term the first payment to be apportioned from the date of this Lease to the next First day of January or First day of July as the case may be
 - (b) The amount calculated in accordance with this provision shall be assessed on a yearly basis from the First day of January to the following Thirty first day of December in each year or such other period as shall be stipulated from time to time by the Company ("the accounting period")
 - (c) In respect of the Affordable Housing Units where the Service Charge recoverable is restricted to a figure less than the appropriate proportion any Service Charge received by the Company may be treated by the Company as a credit to the service charge account before calculating the Lessees Relevant Proportion or as a contribution to the Reserve Fund or a proportion to each as the Company shall consider appropriate.
 - (d) The Company shall as soon as possible after the end of the accounting period produce to the Lessee a certified statement of any expenditure incurred by the Company under the provisions of the Fifth Schedule of this Lease for the immediately preceding accounting period and any deficiency between the amount expended and the amount collected from the Lessee shall be paid with the Rent next due from the Lessee and on the days referred to in clause 2(a) of this Sixth Schedule in each year the Lessee shall pay the estimated Service Charge in advance (which estimated charge shall not exceed the actual payment made the previous year unless the Company shall in General Meeting resolve that a greater sum is required) and any overpayment of Service Charge under this clause in any account submitted by the Company (save such as may

have been accumulated for the purpose of a Reserve Fund) shall be credited against the Rent or Service Charge payment in the succeeding year

3. If the Rent or Service Charge hereby reserved shall be wholly or partly unpaid at the expiration of twenty one days after any of the dates on which the same are to be paid or if the Lessee shall at any time during the Term fail to observe or perform any of the Lessee's obligations under this Lease then it shall be lawful for the Lessor or any agent person or persons authorised by it in that behalf to re-enter the Premises and take possession and this Lease shall thereupon determine without prejudice to any rights or remedies of the Lessor and the Company in respect of any antecedent breach of the Lessee's obligations

PROVIDED THAT the Lessor shall give reasonable written notice to any mortgagee of the Lessee of whom the Lessor has received proper notice pursuant to the terms hereof and shall give such mortgagee a reasonable opportunity to remedy such breach before commencing any proceedings for the forfeiture of this Lease

4. The Lessor and the Company will not be liable to the Lessee or other occupiers of the Development for any interruption or failure of the Service Media or supplies of any utilities caused by circumstances beyond the Lessor's or the Company's control
5. The Lessor is entitled to modify waive or release any restrictions or stipulations imposed on any part of the Development (whether similar to those referred to in this Lease or not) and nothing in this Lease shall be taken as erecting a building scheme for the Development or impose any restrictions on the manner in which the Lessor may dispose of the Development or any part of it
 - 5.1 Neither the Company nor the Lessor shall be held responsible for any damage caused by any want of repair to the Development or defects therein or failure to provide a service for which the Company or the Lessor is liable under the terms of this Lease unless and until notice in writing of any such want of repair or defect or failure has been given to it and such want of repair or defect or failure has not been made good or remedied or provided within a reasonable time of receipt of such notice
 - 5.2 Nothing in this clause shall prejudice the Company's right to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Company or the Development by the negligence or other wrongful act or default of such person
 - 5.3 The Company shall not be liable for any failure to provide employees and workmen necessary in connection with the upkeep running and management of the Development if it shall have used its reasonable endeavours to obtain them
6. Any disputes between the Lessee and the other lessees or occupiers shall be referred (if reasonably required by the Company) to the Company's surveyors or managing agents whose decision (including as to any costs arising therefrom) shall save in the case of manifest error be final and binding provided always that any dispute shall not affect the obligation of the Lessee to pay to the Company the Lessee's Relevant Proportion in accordance with clause 2 of this Schedule and after the decision of any

person so appointed any overpayment by the Lessee shall be credited against future payment due from the Lessee to the Company

7. In the event that legislation of any kind prohibits or restricts the charging of any premium on the grant of this Lease or on any assignment of it during the Term by reference to the amount of the Rent payable in this Lease then the Rent shall (for the period of such prohibition or restriction) be reduced to one pound below the maximum level permitted by such legislation without incurring such prohibition or restriction
8. The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this Lease
9. The rights granted and reserved by this Lease shall only take effect insofar as they are ascertained within twenty one years from the date of this Lease which period shall be the perpetuity period for the purpose of this Lease
10. Any internal non load bearing wall separating the Premises from any other part of the Development shall be a party wall and repairable as such
11. 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 Development belonging to the Lessor for building or any other purpose
12. That nothing in this Lease shall be construed as entitling the Lessee to require that all or any of the covenants herein contained shall be imposed upon or enforced in respect of any property adjoining or neighbouring the Development
13. Whenever in this Lease the Lessee is required to pay expenditure expenses outgoings charges costs fees or any other sum the requirement shall include the payment of all Value Added Tax properly available in respect thereof (or any tax or other imposition replacing the same)
14. For the purpose of 6 (2) (a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Lessee

Seventh Schedule

Deed of Covenant with the Company

I (assignee) of (address) HEREBY COVENANT with [] Management Company Limited (Registered Office) that I will at all times from [] day of 200 [] duly pay the Rent and the Lessees Relevant Proportion and all other monies due to be paid in accordance with the provisions of a Lease dated [] day of 2004 and made between (1) Bristol Housing Limited Liability Partnership (2) (Name of Original Lessee) ("Original Lessee") (3) [] Management Company Limited ("the Original Lease") relating to the [] ("the Premises") which Premises are assigned to me for the residue unexpired of the term granted by the Original Lease by an assignment bearing even date and executed contemporaneously herewith and I hereby covenant to perform all the covenants restrictions and stipulations contained in the Original Lease and on the part of the Original Lessee to be observed and performed (whether running with the Premises or of a purely personal or collateral nature) to the same extent as if I was the Original Lessee in the Original Lease

Dated this [] day of [] 200 []

Executed as a Deed by [])
 [])
 in the presence of: [])

Eighth Schedule

Title Matters

All easements rights covenants and other matters (including encumbrances and matters of whatsoever nature) affecting the Premises and contained in the Property and Charges Register of the Title Number

Signed as a deed by the Lessor)
acting by its)

Director

Director/Secretary

Signed as a deed by the Company)
acting by its)

Director

Director/Secretary

Signed as a deed by the said)
)
in the presence of:)

Signed as a deed by the said)
)
in the presence of:)