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26 July 2022

HOUSING 21

and

DOROTHY HELEN BICKERSTAFF

LEASE

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Wokingham
Berkshire
RG41 1EG**

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027501.03823

LR1. Date of lease	26 July 2022
LR2. Title number(s)	LR2.1 Landlord's title number(s) BK201847 LR2.2 Other title numbers
LR3. Parties to this lease	Landlord HOUSING 21(exempt charity) whose registered office is at Tricorn House, 51-53 Hagley Road, Birmingham B16 8TP (Registration Number 16791R) Lessee DOROTHY HELEN BICKERSTAFF of 10 Brooke Road Berrow Burnham on Sea Somerset TA8 2NA
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. All that Apartment or other property on the ground floor known as 1 Willow Court Reading Road Wokingham Berkshire RG41 1EG shown edged red on the plan annexed hereto
LR5. Prescribed statements etc.	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. The land demised is held by or on trust for a charity by the Housing 21, an exempt charity LR5.2 This lease is made under, or by reference to, provisions of: None
LR6. Term for which the Property is leased	From and including 99 years from the date hereof
LR7. Premium	£97,000.00
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 Lessee's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None LR9.2 Lessee's covenant to (or offer to) surrender this

	lease Clause 8 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 Appendix 1 LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Appendix 2
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 or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed ^{by} on behalf of Housing 21 of Tricorn House, 51-53 Hagley Road, Birmingham B16 8TP by its secretary "
LR14. Declaration of trust where there is more than one person comprising the Lessee	

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BS

HOUSING 21

Land Registry

Land Registration Act 2002

Administrative area : Wokingham
Title Number : BK201847
Property : 1 Willow Court Reading Road
Wokingham RG41 1EG

Date of this Lease : 26 July 2022

LEASE

The "Landlord" is HOUSING 21 whose registered office is at Tricorn House,
51-53 Hagley Road, Birmingham B16 8TP (Registration
Number 16791R)

The "Lessee(s)" is/are: DOROTHY HELEN BICKERSTAFF of 10 Brooke Road
Berrow Burnham on Sea Somerset TA8 2NA

The "Estate" is: Land and buildings at Willow Court Reading Road
Wokingham Berkshire registered under title number
BK201847 of which the Property forms part

The "Property" is: 1 Willow Court Reading Road Wokingham RG41 1EG
being a ground floor flat

The "Purchase Price" is: NINETY SEVEN THOUSAND POUNDS (£97,000.00)
which represents 100% of the open market value

The "Initial Service Charge" is: £178.57 per month

The "Initial Period" is: The period from the date of this Lease and ending on the
31 March 2023

The "Service Charge Proportion" is: 3.51%

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THIS LEASE has been entered into as a Deed BETWEEN (1) THE LANDLORD AND (2) THE LESSEE

1. Meaning and Use of Words and Phrases

1.1 Wherever the following words and phrases are used in this Lease they will always have these meanings:-

"elderly person"	means a person of or over the age of 55
"the dwellings"	means all the dwellings and garages on the Estate (including the Property and the resident manager's dwelling (if any) and the common parts of all buildings on the Estate)
"the Estate"	includes its gardens and grounds and all buildings on the Estate
"Lift"	means a passenger or goods lift installed in the common parts of the Building together with associated machinery and apparatus (if any). It does not include a stair lift
"Service Charge Year"	usually means a year ending on the 31st of March. At the beginning of this Lease it means the period after the date hereof until the following 31 st March. At the end of this Lease it means the period ending at the end of the Lease and starting on the previous 1 st April
"Service Installations"	means the installations for the supply of water, gas, telephone and electricity, and for sanitation and for space heating and water heating, together with all related pipes and wires and apparatus
"the Services"	means the services referred to in Appendix III

1.2 Words and phrases which are given a meaning on the front page of this Lease will always have the same meaning in this Lease but:-

"the Landlord"	includes the Landlord's successors in title; and
"the Lessee"	includes the Lessee's successors in title and the survivor of two or more joint Lessees

1.3 Some of the words and phrases used in this Lease are technical legal words or phrases. This is a guide to the meaning of some of these:-

"assign"	legally transferring your property or rights to someone else
"covenant"	legally binding promise
"successor in title"	someone who acquires either the Landlord's or the Lessee's interest in this Lease in the future

What is said in this clause 1.3 does not alter the legal meaning of any of the words and phrases in this Lease.

1.4 Where there are two or more Lessees all covenants are given by the Lessees together and by each of them separately

1.5 Parliament has given protection in Sections 18 - 30 of the Landlord and Tenant Act 1985 to Lessees who have to pay a service charge to their Landlords. In summary, service charge expenditure must be reasonably incurred, and any services provided or works carried out must be of a reasonable standard. There are many other important provisions in this legislation relating to, for example, estimates, consultation, preparation of accounts and so on. What is said in this clause 1.5 does not alter the legal protection given to lessees, or the rights and liabilities of the Landlord or the Lessee. This legal protection, and the legal rights and liabilities of the Landlord and the Lessee will probably change during this Lease, as a result of new legislation.

1.6 The Property forms part of the housing accommodation provided by Housing 21 in the pursuit of its charitable purposes.

2. The Lease of the Property

The Landlord has received the Purchase Price from the Lessee, and HEREBY LEASES to the Lessee with limited title guarantee ALL THAT the Property which for the purposes of identification only is shown edged red on the plan attached to this Lease, TOGETHER with the rights set out in Appendix I, EXCEPTED AND RESERVED the rights set out in Appendix II, TO HOLD to the Lessee for 99 years from the date hereof , YIELDING AND PAYING the service charge in accordance with the provisions of clause 3

3 Service Charge

3.1 The Lessee covenants to pay the Landlord the service charge as a contribution towards the costs and expenses of running and maintaining the Estate and other matters set out in Appendix III

3.2 The amount of the service charge that the Lessee pays is a proportion of the Landlord's costs and expenses, as follows:-

- From the date of this Lease, the Initial Service Charge until the end of the Initial Period

- For each Service Charge year after the Initial Period, the Service Charge Proportion of the Landlord's estimate of the costs expenses and provisions in respect of the Services during the year in question. Clause 3.3 explains how the Landlord estimates the amount of service charge.
- Where the arrangements for payment of service charge have been changed by the Landlord under the terms of Clause 3.5, the Lessee shall make payment of the service charge in accordance with the arrangements as changed from time to time.
- The Landlord will meet the costs and expenses of providing the Services in respect of each dwelling on the Estate (except any resident managers dwelling)
- The Landlord can change the Service Charge Proportion upwards or downwards. The Landlord must give at least one month's notice, in writing of any change. The change must, in the Landlord's opinion (which shall be final), result in fair apportionment of the costs, expenses, and provisions in respect of Services between all the dwellings on the Estate and any neighbouring or adjoining dwellings to which the Landlord supplies or is liable to supply similar Services. The Service Charge Proportion for similar dwellings must be the same. The Landlord shall not be entitled to recover from the purchasers and lessees of such dwellings more than 100% of the costs, expenses and provisions in respect of such Services.
- Clause 3.4 explains how any surplus or deficits are dealt with

3.3 This clause explains how the Landlord estimates the amount of service charge.

- Clause 3.2 explains that the Lessee pays a proportion of the Landlord's costs and expenses
- The Landlord's estimate in respect of the Services shall be based on the costs expenses and provisions in respect of the Services for the previous Service Charge Year, taking reasonable account of any expected increase or decrease.
- Where, during any Service Charge Year, the Landlord thinks that its estimate in respect of that year (as revised from time to time) is likely to be greater or less than the actual costs expenses and provisions in respect of that year, the Landlord can consult the Lessees of the dwellings about changing the service charge for that year.
- After the Landlord has considered any comments from Lessees, the Landlord may from time to time revise its estimate, and the amount payable by the Lessee under Clause 3.2 shall be revised accordingly as the Landlord may reasonably determine.

- Until leases have been granted of all the dwellings on the Estate (except any resident manager's dwelling) the estimate shall be prepared on the basis that leases have been granted of all the dwellings.
- The Landlord shall, so far as practicable, endeavour to equalise from year to year the amount payable for the Services. Thus the Landlord should include in the costs and expenses in each year of providing the Services and carrying out its obligations under this Lease such sums as it considers reasonable by way of provision for future costs, expenses and liabilities in respect of decoration and maintenance which is normally done at regular intervals, and repairs renewals and replacements generally

3.4 This clause says that the Landlord must prepare service charge accounts, and explains how any surpluses or deficits are dealt with

- Within six months after the end of each Service Charge Year the Landlord will supply to the Lessee a copy of audited accounts, showing a summary of the amounts expended provided and receivable in respect of the Services for that year, and also showing the amount carried forward by way of provision for expenditure in future years.
- If the Service Charge Proportion of the Landlord's costs expenses and provisions in respect of the Services exceeds the total of any sums paid by the Lessee under Clause 3.2 in respect of the Service Charge Year in question, the Lessee will pay the difference to the Landlord
- Payment must be in instalments, or in a single amount as the Landlord requests
- If the total of any sums paid by the Lessee under clause 3.2 in respect of the Service Charge Year in question exceeds the Service Charge Proportion of the Landlord's costs expenses and provisions in respect of the Services for that year the difference may, at the option of the Landlord, and following consultation with Lessees:-

be repaid to the Lessee; or

be applied in or towards payment of the Landlord's estimated costs expenses and provisions for the next or any ensuing Service Charge Year or in or towards settlement of any sums due from the Lessee in respect of any earlier Service Charge Year

3.5 This clause allows the Landlord to change the times when the Lessee has to pay sinking fund contributions to the Landlord. Sinking fund Contributions are the part of the Service Charge which relate to provision for decoration and maintenance which are normally done at regular intervals, major repairs, renewal and replacements and for future expenditure generally.

- The Landlord can request payment of sinking fund contributions either every month (or at other intervals), or at the time of any disposal by the lessee of any legal or equitable interest in all or any part of the Property
- The Landlord shall give at least one month's notice, in writing, of any such change in the time for payment of sinking fund contributions. The notice is to state the date when the change comes into effect. The notice will only come into effect if all lessees on the Estate with the same kind of Lease as this lease have received the same notice.

3.6 Where any garages are included in the Estate, and any expenditure falling within clause 5 or Appendix III to this Lease is incurred partly under the terms of the leases of the dwellings on the Estate and partly under the terms of separate leases of garages on the Estate, such expenditure shall be allocated between lessees of the garages on the one hand and the lessees of the dwellings on the other hand as the Landlord may determine

4 Covenants by the Lessee

The Lessee covenants with the Landlord as follows:-

4.1 the Lessee will pay the service charge

- the service charge must be paid on dates chosen by the Landlord and which the Landlord tells the Lessee about. Normally payment will be due every month on the first day of the month.
- the Landlord can require payment by cheque, or standing order or, in any other reasonable manner

- 4.2 the Lessee will pay interest at 3% over Barclays Bank plc Base Rate on any arrears of service charge and any other payments due from the Lessee interest must be paid for the period from the date when these payments became due until they are paid.
- if Barclays Bank base rate ceases to exist, the Landlord may choose some other comparable rate.
 - if payment is not made because the Lessee questions whether payment is properly due, then if the Lessee is found to be right then no interest can be charged
- 4.3 to pay rates, and other assessments, and outgoings of every kind in respect of the Property either direct to the appropriate authorities (where the Property is separately assessed) or if the Property is not separately assessed then the Lessee must pay the Landlord an appropriate proportion
- 4.4 to pay for all gas and electricity which shall be supplied to the Property, and the amount of all charges for the installation and use of the telephone (if any) at the Property;
- 4.5 to keep in good repair and decorative order the interior of the Property , and all fixtures and fittings in the Property including all Service Installations within the Property, but not any Service Installations which also serve other dwellings, or which are in the roof space above the Property and including any boundary walls or fences marked with an inward facing "T" on the plan attached to this Lease and not the external windows and external doors, and the glass in them, locks, handles, catches and ironmongery generally on external doors and windows. The Lessee is responsible for damage caused by fire or other insured risk up to the amount of any excess or deductible from the insurance but apart from that the Lessee does not have to pay for damage caused by fire or other insured risk, unless something the Lessee has done or has not done has made the insurance void or voidable, or means that the insurance money cannot be recovered.
- 4.6 to give back the Property to the Landlord when this Lease ends in good repair and decorative order in accordance with the Lessee's obligations;
- 4.7 not to make any structural or other alterations to the Property, and not to change the layout of the Property unless the Landlord's written consent has been obtained first but the Landlord cannot unreasonably withhold consent

4.8 not to cause any damage to the Property, or to the Estate, or to the fixtures and fittings in the Property or the Estate

4.9 not to sublet the whole or any part of the Property

4.10 not to assign or part with possession of the whole or any part of the Property except in accordance with Clauses 4.11 and 4.12 hereunder

4.11 Not to assign the Property or any part thereof except EITHER to a person of or over the age of 55 at the date of the assignment who shall be the Lessee's spouse residing at the Property at the date of the assignment OR where the assignment is (a) by an executor or administrator of a deceased Lessee to that Lessee's spouse if residing there with the Lessee at that date who is of or over the age of 55 at the date of the assignment or (b) by a mortgagee or chargee of whom the Landlord has notice pursuant to Clause 4(12) hereof exercising his power of sale to a person of or over the age of 55 at the date of the assignment.

4.12 PROVIDED THAT in every case the grant of a Lease such as this Lease to such person on the same terms (save as to consideration) as this Lease would not infringe the objects of the Landlord's registered rules and PROVIDED THAT a mortgagee wishing to assign the Property shall first send written notice of its intention so to do by recorded delivery post to the Landlord enquiring if the Landlord has any prospective assignees on its waiting list who are ready willing and able to proceed with such assignment for a consideration equal to the repayment sum to be determined in the same manner as provided in Clause 8 (2) hereof If the Landlord fails to nominate a prospective assignee within 21 days of its receipt of the aforesaid notice or if the person or persons so nominated do not enter into a binding contract with such mortgagee for the assignment of the Property within 7 weeks from the date of receipt of a draft contract by the Solicitors or other person acting for the person or persons so nominated such mortgagee shall be free to assign the Property for the consideration aforesaid to any third party who is within the objects of the Landlord's registered rules (a copy of which has been supplied to the Lessee) being a person aged 55 years or older and whom in the opinion of the Landlord (whose opinion shall be final) is a person in need of and not unsuitable for sheltered housing in accordance with the criteria established by the Landlord (details of which have been supplied to the Lessee)

- 4.13 Within one month after every assignment transfer assent charge or devolution of the demised premises to give notice thereof in writing and particulars thereof to the Landlord and to produce a certified copy of any formal document of assignment assent or transfer to the Landlord and if there shall be no such formal document a note or memorandum in writing thereof and in the case of a devolution of the interest of the Lessee taking effect by reason of his death then there shall be produced to the Landlord the Probate of his Will the grant of Letters of Administration to his estate or a death certificate in each case the Lessee paying the Landlord's reasonable costs in connection with the registration of any such notice not being less than twenty pounds plus VAT for each notice
- 4.14 to give the Landlord access on reasonable notice (and at once in case of emergency) to the Property for the purpose of:-
- inspecting the Property
 - carrying out maintenance and repairs to the heating installation, and the gas and water pipes, drains and electric cables and wires in the Property, and other maintenance and repairs in accordance with the Landlord's obligations and rights under this Lease; or
 - carrying out repairs and works to the Estate and the service pipes and wires in the Estate, but causing as little inconvenience to the Lessee as practicable, and making good any damage caused;
- 4.15 to observe the regulations contained in Appendix IV hereto, and such other regulations as may be made by the Landlord, and notified in writing to the Lessee from time to time, for the better management of the Estate, or for general benefit of the lessees of the dwellings;
- 4.16 not to do, or permit to be done, in the Property or to the remainder of the Estate anything which means that any insurance effected by the Landlord becomes void or voidable, or which means that the rate of premium may be increased
- 4.17 to pay the Landlord on demand a reasonable sum, as determined by the Landlord, in respect of the Landlord's costs and expenses relating to:-

- the negotiation preparation and completion of any surrender of this Lease
- the entering in the Landlord's records of any assignment, sub-letting, tenancy agreement, disposition or devolution of this Lease
- the supplying of information or copies of documents at the request of the Lessee or for the benefit of the Lessee
- the expressing of any opinion, or the giving of any approval, under the provisions of clauses 4.11 or 4.12; and
- the giving of advice and assistance to the Lessee
- but no payment shall be demanded under this clause in relation to the Services which the Landlord has to provide under clause 5

4.18 to pay any value added tax or similar tax chargeable on any goods or services supplied by the Landlord to the Lessee, and on any payments made or to be made by the Lessee under the terms of this Lease

4.19 the Lessee shall ensure that a Gas Safety check (if a mains gas supply is available) is undertaken at the Premises at least once every twelve months during the Term with first check being undertaken within twelve months of the initial Gas Safety check for the Premises undertaken on behalf of the Landlord. On request by the Landlord the Lessee shall produce to the Landlord a copy of the up-to-date Gas Safety Certificate provided always that the Lessee shall be responsible for all costs incurred in obtaining the same

5 Landlord's Covenants

The Landlord covenants with the Lessee that subject to payment by the Lessee of the service charge in accordance with this Lease, the Landlord will

5.1 maintain, repair, decorate and renew

- the main structure of any building on the Estate (including the Property), and the roof(s), foundations and exterior of any building on the Estate, (including the Property) all (if any) main entrances, passages, landings, lifts, staircases, corridors and other parts of any buildings

used by or available to the Lessee in common with the owners and occupiers of other dwellings on the Estate, and the fixtures, fittings and furnishings in the communal areas.

- any communal television aerial and the associated wiring
- the Service Installations, in or upon any part of the Estate
- but not any Service Installations in the Property, unless they also serve other dwellings, or unless they are in the roof space above the Property

5.2 so far as practicable

- keep clean and reasonably lighted the communal areas (if any) used by or available to the Lessee
- keep in good condition the forecourts, roads and footpaths (if any) on or serving the Estate

5.3 clean all outside surfaces of windows of any buildings on the Estate including those of the Property

5.4 keep the gardens and grounds neat and tidy and cultivated (but not gardens forming part of the Property included in the Lease of any of the dwellings);

5.5 maintain, repair, decorate, keep in good order and renew

- the lifts (if any) on the Estate
- the external windows and external doors of the Property, and the glass in them, locks, handles, catches and ironmongery generally on external doors and windows;

5.6 employ a manager for general supervision of the Estate

5.7 arrange for the answering of emergency calls of the Lessee

5.8 insure all buildings on the Estate against loss or damage by fire and other perils within the usual comprehensive policy of the insurers to the full cost of rebuilding, plus professional fees, in some reputable insurance office

- including insurance for the cost of reasonable alternative accommodation necessarily incurred by the Lessee in the event of the Property being made uninhabitable by an insured risk and
- including insurance covering the Landlord's liability for injury to persons in the Estate
- the Landlord will if so requested provide copies of such insurance policies and evidence of payment of premiums thereon;

5.9 if any buildings on the Estate should be destroyed or damaged by fire or other insured risk, the Landlord will rebuild and reinstate it in accordance with planning and building regulations, and the Landlord agrees that any money received in respect of the insurance of the building shall be applied so far as it extends in so rebuilding or reinstating the building;

5.10 enforce the covenants in terms similar to those contained in clause 4 on the part of lessees of the other dwellings comprised in the buildings on the Estate

5.11 provide such other services as the Landlord agrees to provide for the better management of the Estate or for the benefit of residents of the Estate generally

PROVIDED THAT

- the Landlord may for the better management of the Estate add to or vary any of the above Services; and
- the Landlord shall not be liable for any temporary breakdown or withdrawal of the above Services for causes beyond the Landlord's reasonable control, so long as the Landlord takes reasonable steps to restore the service in question
- the Landlord shall decide if the manager is to be resident on the Estate or not

6 Agreement by Lessee in case of special medical attention

Whilst the Landlord agrees in accordance with Clauses 5.6 and 5.7 to employ a manager for general supervision of the Estate, and to arrange for the answering of emergency calls of the Lessee, neither the Landlord nor the manager can accept responsibility for medical or other care of the Lessee, and the Lessee agrees that he will at his own expense make his own arrangements for all such attention and care as may be necessary

7 Provisos for re-entry; insurance of alternative accommodation; letting of Remainder of Estate

7.1 If the service charge shall be unpaid for 21 days; or

- if the Lessee shall dispose of the Property, except as permitted by the provisions of clause 4; or
- if the Lessee shall cease to occupy the Property as their only or main home; or in the event of breach of any covenant on the part of the Lessee then the Landlord may re-enter the Property, and the term granted by this Lease shall thereupon determine
- but the other rights of the Landlord and the Lessee shall not be affected as a result and the Landlord will not re-enter the Property, or commence proceedings for forfeiture of the Lease, without first giving written notice to a mortgagee or chargee of the Lessee of whom the Landlord has received written notice

7.2 If the Property should at any time be rendered unfit for occupation and use by reason of the happening of any of the risks against which the Landlord insures and if the Lessee has not done or failed to do something which has made the insurance void or voidable, or which means that payment of the insurance money cannot be recovered then the Landlord will pay over to the Lessee such sum as the Landlord has received in respect of the Property from the insurers for the cost of reasonable alternative accommodation necessarily incurred while the Property is unfit for occupation

7.3 The Landlord intends to let the other dwellings on the Estate (except the resident's manager's dwelling where provided on the Estate) to elderly persons, and to impose upon such sales terms to substantially the same effect as those contained in this Lease

7.4 The open market value of the Property, at the time of any disposition of the Property, shall be such amount as may be agreed between the Landlord and the Lessee and, in the absence of an agreement, as determined by an independent valuer acting as an expert and not as an arbitrator agreed upon between the Lessee and the Landlord or in default of agreement appointed on the application of either party by the President of the Royal Institution of Chartered Surveyors

8. IT IS HEREBY AGREED AND DECLARED:-

- (1)(a) That if the Lessee or his Personal Representatives or a Mortgagee in possession of the Property shall at any time wish to surrender the term hereby granted he shall be entitled to do so upon giving to the Landlords six months notice in writing of his said wish but without prejudice to any right of action or remedy of the Landlords in respect of any breach of the covenants by the Lessee hereinbefore contained and to the right of the Lessee to receive the repayment sum (as hereinafter defined)
- (b) Forthwith upon receipt of any such notice the Landlords shall take all such steps as shall be reasonable within their power to procure the grant of a new Lease to a suitable person within the criteria hereinbefore mentioned for a consideration equal to the repayment sum (as hereinafter defined) but otherwise on the same terms and conditions as this Lease PROVIDED THAT if at the expiry of six months after the service of Notice by the Lessee or the Mortgagee in possession of the Property aforesaid the Landlords shall not have procured the grant of a new Lease to a suitable person any Lessee Mortgagee or Chargee of this Lease of whom the Landlords have notice pursuant to Clause 4 (12) hereof shall have the right subject to the conditions hereinafter mentioned to require the Landlords by notice in writing to grant a new Lease to a person nominated by such Lessee Mortgagee and Chargee and named in the said notice subject to the person so nominated:-
 - (i) being a person of fifty five years and over PROVIDED that this covenant shall not prevent a couple one of whom has not attained the age of fifty five years or over but has attained the age of fifty years or over occupying the Property provided that his or her spouse has attained the age of fifty five years when they first occupy the Property
 - (ii) (in either case) being a person whom in the opinion of the Landlords (whose opinion shall be final) is a person in need of and not unsuitable for Sheltered Housing in accordance with the criteria hereinbefore referred to

- (c) That following the determination of this Lease whether by surrender or otherwise the Landlords shall pay on the agreed date for repayment (as hereinafter defined) to the Lessee or his Personal Representative or other person or persons entitled to receive the same the repayment sum which shall mean 100% of the market value (as hereinafter defined)
- (2) The market value shall be the price which a new Lease for a 99 year term in all respects the same as this Lease save as to consideration might be expected to fetch on the open market with vacant possession on the date of his valuation as may be determined by an independent valuer appointed by the Landlords or such other valuer as may be appointed under the provision of sub clause (3) hereof whose costs and expenses shall be borne by the Lessee or other person or persons entitled to the repayment sum
- (3)(a) If the price determined as the market value by the valuer appointed by the Landlords shall not be agreed by the Landlords and the Lessee or other person entitled (or the respective surveyors or valuers of the Lessee or other persons entitled) then the matter shall be referred to an independent valuer whose appointment shall be agreed between the parties hereto or failing agreement by the President for the time being of the Royal Institution of Chartered Surveyors and whose decision shall be final and binding on the parties but whose costs and expenses shall be borne by the Lessee or other persons or persons entitled to the repayment sum
- (b) The market value determined by a valuer appointed under this sub clause shall be as at the date of valuation by the valuer appointed by the Landlords
- (4) That the Landlords shall be entitled to deduct from the repayment sum
 - (a) Such sums as may be due and owing at the date of surrender or determination in respect of arrears of the service charge
 - (b) Such sums as may be required to put the Property in good repair in accordance with the Lessee's covenants in that behalf in this Lease
 - (c) The costs and expenses of surrender as provided in Clause 4 (17) hereof and
 - (d) A sum equal to two and one half per cent of the repayment sum
 - (e) A sum equal to one half of one per cent of the repayment sum for each year or part of a year
 - (a) from the commencement of the term to the date of determination thereof or
 - (b) where there has previously been an assignment of this Lease under the provisions of clause 4(12) and on that assignment a payment was made under provisions of clause 8(6) from the date of such payment on that previous assignment to the date of determination of this Lease
 - (f) The cost of transferring the repayment sum to the recipient thereof by bank telegraphic

or electronic transfer (if any and if requested)

- (5) Subject to sub clause (6) of this Clause for the purpose of this Clause the agreed date for repayment shall be seven working days from the date on which the sum to be paid to the Lessee or other persons entitled is agreed between parties or determined by the valuer appointed pursuant to sub clause (3) hereof or one week from the date upon which the Landlords receive payment from a new Lessee or occupier by way of consideration for the grant of a new Lease of the Property whichever is the later
- (6) If on completion of the grant of a new Lease by the Landlords the Landlords have at any time prior thereto received notice pursuant to Clause 4(11) hereof of an undischarged Mortgage or Charge of this Lease the Landlords shall (and the Lessee hereby irrevocably requests and directs the Landlords so to do) pay the repayment sum less the deductions referred to in sub-clause (4) of this Clause or a part thereof which is sufficient to discharge the said Mortgage or Legal Charge to the Mortgagees or Chargees named in the said notice and the receipt of the said Mortgagee or Chargee shall as regards the amount so paid absolutely discharge the Landlords from their obligations under this Clause AND the provisions for determination whether by surrender or otherwise of the term hereby granted shall be varied so that the term shall not determine until such time as the repayment sum of parts as is sufficient to discharge the said Mortgage or Legal Charge is paid to the Mortgagees to the intent that the security afforded to the Mortgagees by this Lease shall not lapse until the repayment sum or a sufficient part thereof as aforesaid is paid to the Mortgagees
9. Where more than one person is party hereto as Lessee the expression "the Lessee" shall where the context so admits include all or either or any of such persons and their liabilities in respect of the obligations on the part of the Lessee contained or implied herein shall be joint and several

10 Notices

Any notice under this Lease shall be in writing, and in the case of notice by the Landlord to the Lessee may be served by leaving it at the Property or by sending it by Recorded Delivery to the Property. In the case of a notice to be served by the Lessee on the Landlord, it shall be delivered to or sent by Recorded Delivery post to Housing 21, Tricorn House, 51-53 Hagley Road, Birmingham B16 8TP. In the case of a notice to be served by the Landlord on a mortgagee or chargee of the Lessee, it shall be delivered to or sent by Recorded Delivery post to the Lessee's mortgagee's head office

11 Statement under the Charities Act 1993

The Property is held by or in trust for a charity by the proprietor and the charity is an exempt charity

12 It is hereby declared by the Landlord that in its opinion by virtue of paragraph 4 of schedule 4A to the Leasehold Reform Act 1967 this Lease will be excluded from the operation of Part I of the Leasehold Reform Act 1967 at any time when the interest of the Landlord belongs to a registered social landlord.

13 The Landlord and the Lessee hereby apply to the Chief Land Registrar to enter a restriction in the following form in the Proprietorship Register of the Lessee's title:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed on behalf of Housing 21 of Tricorn House, 51-53 Hagley Road, Birmingham B16 8TP by its secretary"

14 The Landlord is a registered society with registered number 16791R operating under charitable rules

APPENDIX I

Rights included for the Lessee

- 1 The right, in common with the Landlord and the lessees of all similar dwellings on the Estate and everybody else having a similar right, to enter and leave the Property along all the roads, paths, halls, corridors, lifts (if any), stairways, and passages of the Estate.
- 2 The right, in common with the Landlord and lessees of all other dwellings on the Estate, and subject to such reasonable rules and regulations as the Landlord may from time to time prescribe, to use and enjoy the common parts and laundry room and guest bedroom (if any) intended for the common use and enjoyment of the lessees and occupiers of all the dwellings on the Estate and their visitors
- 3 The right to use, in common with the lessees of all other dwellings on the Estate and their visitors, the car parking spaces, gardens, grounds, drives, paths and forecourts, subject to such reasonable rules and regulations for the common enjoyment thereof as the Landlord may from time to time prescribe.
- 4 The right, in common with the lessees of all other dwellings in the Estate and everybody else having a similar right, to the free passage and running of water, soil, gas and electricity and other services through the drains, sewers, gas and water pipes, and electric cables, wires and other conduits now or which may within eighty years from the date hereof be laid in under or through the Estate
- 5 The right of support and protection from the remainder of the Estate as now enjoyed by the Property
- 6 All rights and easements and benefits now enjoyed or intended to be enjoyed by the Property

APPENDIX II

Rights reserved for the benefit of the Landlord and Lessees and occupiers of other dwellings

- 1 The right to free passage and running of water, soil, gas and electricity and other services through the drains, sewers, gas and water pipes and electric cables, wires and other conduits now or within eighty years from the date hereof laid in, under or through the Property
- 2 Such rights of access to and entry upon the Property by the Landlord as are necessary or desirable for the proper performance of its obligations and exercise of its rights under this Lease, or under covenants relating to other dwellings similar to the covenants contained in this Lease
- 3 The right for the Lessees of other dwellings on the Estate, and anyone authorised by them, to enter on the Property for the purpose of maintaining and repairing such other dwellings. Reasonable notice in writing (except in case of emergency) must be given to the Lessee. Any damage caused to the Property by reason of such entry must forthwith be made good at the cost of the persons exercising this right.
- 4 All other rights and benefits now enjoyed or intended to be enjoyed by any other part of the Estate over the Property

APPENDIX IV

Regulations as to use of the Property and facilities within the Estate

- 1 Not to keep pets in the Property except with the prior written consent of the Landlord. The Landlord can withdraw consent at any time if the pet causes a nuisance or annoyance to the Landlord or occupiers of the Estate
- 2 Not to do anything in the Property or within the Estate, or make a noise, which may be of annoyance or nuisance to Lessees and occupiers of other dwellings on the Estate or in the neighbourhood
- 3 In particular not to play electrical or electronic equipment which can be heard outside the Property between the hours of 11pm and 7am
- 4 Not to use the Property for improper purposes or purposes injurious to the reputation of the Landlord or the Estate
- 5 Not to encumber with boxes or otherwise or leave rubbish anywhere in the parts of the Estate used in common with the Lessees and occupiers of other dwellings of the Estate
- 6 Only to store things in the Property or in any part of the Estate especially provided for storage by the Lessee
- 7 Not to leave rubbish anywhere in the Estate except in the Property or in the place especially provided for rubbish
- 8 Not to affix sale boards, letting boards, advertisements, nameplates or signs on any part or parts of the Estate, except a nameplate giving the name of the Lessee in the place or places provided by the Landlord
- 9 To use the Property only for private residential use in the occupation of one or two elderly persons
- 10 Only to park or allow to be parked any vehicle, including those of the Lessee's visitors, in car parking spaces provided
- 11 Only to hang or allow to be hung any clothes or other articles within the Property, or in any drying area provided

- 12 Not to block, or allow to be blocked, any waste pipe in the Property or the Estate
- 13 Not to overload the electrical circuits and installations in the Property
- 14 Not to attach to any part of the exterior of the Property or the Estate any aerial, dish, antenna or apparatus for the transmission or reception of radio or television signals without the written consent of the Landlord
- 15 To keep neat and tidy any garden or patio forming part of the Property

APPENDIX V

Criteria for the approval of assignees

- 1 The accommodation is provided specifically for persons of pensionable age, and the Lessee and any other persons wishing to take up residence must be 55 years or over
- 2 Lessees are expected to be capable of living an independent life, and in particular to manage their own housekeeping even if some help and support is necessary. If more help is required, the Landlord's staff will endeavour to enlist the support of relatives, friends or statutory and voluntary services. Personal or nursing care is not provided, although assistance may be offered in an emergency
- 3 The Landlord (when a registered social Landlord) is as a general rule prohibited by statute from making any payment or granting any benefit to a member of its Board, or an employee, or a close relative of a member of its Board or of an employee, or to a person who has within the preceding twelve months been a member of its Board, or an employee, or to a close relative of such a person

Executed as a Deed by affixing the
common seal of HOUSING 21
in the presence of :

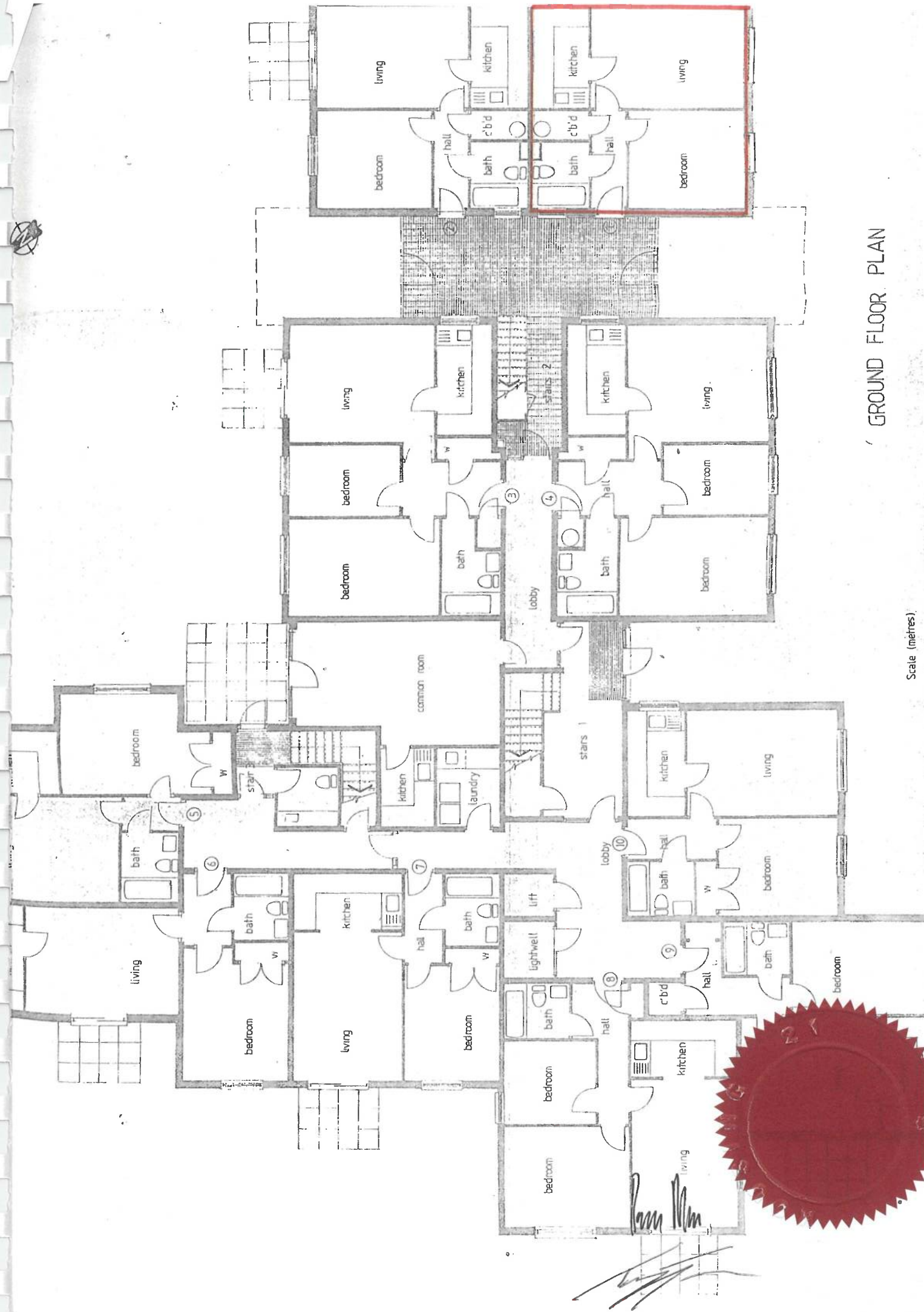


Director

A handwritten signature in black ink, appearing to be "Ham M. M. M.", written over the word "Director".

Director/~~Secretary~~

A handwritten signature in black ink, written over the text "Director/Secretary".



GROUND FLOOR PLAN

Scale (metres)

26 July 2022

HOUSING 21

and

DOROTHY HELEN BICKERSTAFF

LEASE

**1 Willow Court
Reading Road
Wokingham
Berkshire
RG41 1EG**

Tel: 01926 886688
Fax: 01926 885588
Email: email@wrighthassall.co.uk

Wright Hassall LLP
Olympus Avenue
Leamington Spa
Warwickshire
CV34 6BF

027501.03823

LR1. Date of lease	26 July 2022
LR2. Title number(s)	LR2.1 Landlord's title number(s) BK201847 LR2.2 Other title numbers
LR3. Parties to this lease	Landlord HOUSING 21(exempt charity) whose registered office is at Tricorn House, 51-53 Hagley Road, Birmingham B16 8TP (Registration Number 16791R) Lessee DOROTHY HELEN BICKERSTAFF of 10 Brooke Road Berrow Burnham on Sea Somerset TA8 2NA
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. All that Apartment or other property on the ground floor known as 1 Willow Court Reading Road Wokingham Berkshire RG41 1EG shown edged red on the plan annexed hereto
LR5. Prescribed statements etc.	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. The land demised is held by or on trust for a charity by the Housing 21, an exempt charity LR5.2 This lease is made under, or by reference to, provisions of: None
LR6. Term for which the Property is leased	From and including 99 years from the date hereof
LR7. Premium	£97,000.00
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 Lessee's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None LR9.2 Lessee's covenant to (or offer to) surrender this

	lease Clause 8 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 Appendix 1 LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Appendix 2
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 or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed on behalf of Housing 21 of Tricorn House, 51-53 Hagley Road, Birmingham B16 8TP by its secretary"
LR14. Declaration of trust where there is more than one person comprising the Lessee	

HOUSING 21

Land Registry

Land Registration Act 2002

Administrative area : Wokingham

Title Number : BK201847

Property : 1 Willow Court Reading Road
Wokingham RG41 1EG

Date of this Lease :

LEASE

The "Landlord" is HOUSING 21 whose registered office is at Tricorn House,
51-53 Hagley Road, Birmingham B16 8TP (Registration
Number 16791R)

The "Lessee(s)" is/are: DOROTHY HELEN BICKERSTAFF of 10 Brooke Road
Berrow Burnham on Sea Somerset TA8 2NA

The "Estate" is: Land and buildings at Willow Court Reading Road
Wokingham Berkshire registered under title number
BK201847 of which the Property forms part

The "Property" is: 1 Willow Court Reading Road Wokingham RG41 1EG
being a ground floor flat

The "Purchase Price" is: NINETY SEVEN THOUSAND POUNDS (£97,000.00)
which represents 100% of the open market value

The "Initial Service Charge" is: £178.57 per month

The "Initial Period" is: The period from the date of this Lease and ending on the
31 March 2023

The "Service Charge Proportion" is: 3.51%

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THIS LEASE has been entered into as a Deed BETWEEN (1) THE LANDLORD AND (2) THE LESSEE

1. Meaning and Use of Words and Phrases

1.1 Wherever the following words and phrases are used in this Lease they will always have these meanings:-

"elderly person"	means a person of or over the age of 55
"the dwellings"	means all the dwellings and garages on the Estate (including the Property and the resident manager's dwelling (if any) and the common parts of all buildings on the Estate)
"the Estate"	includes its gardens and grounds and all buildings on the Estate
"Lift"	means a passenger or goods lift installed in the common parts of the Building together with associated machinery and apparatus (if any). It does not include a stair lift
"Service Charge Year"	usually means a year ending on the 31st of March. At the beginning of this Lease it means the period after the date hereof until the following 31st March. At the end of this Lease it means the period ending at the end of the Lease and starting on the previous 1st April
"Service Installations"	means the installations for the supply of water, gas, telephone and electricity, and for sanitation and for space heating and water heating, together with all related pipes and wires and apparatus
"the Services"	means the services referred to in Appendix III

1.2 Words and phrases which are given a meaning on the front page of this Lease will always have the same meaning in this Lease but:-

"the Landlord"	includes the Landlord's successors in title; and
"the Lessee"	includes the Lessee's successors in title and the survivor of two or more joint Lessees

1.3 Some of the words and phrases used in this Lease are technical legal words or phrases. This is a guide to the meaning of some of these:-

"assign"	legally transferring your property or rights to someone else
"covenant"	legally binding promise
"successor in title"	someone who acquires either the Landlord's or the Lessee's interest in this Lease in the future

What is said in this clause 1.3 does not alter the legal meaning of any of the words and phrases in this Lease.

1.4 Where there are two or more Lessees all covenants are given by the Lessees together and by each of them separately

1.5 Parliament has given protection in Sections 18 - 30 of the Landlord and Tenant Act 1985 to Lessees who have to pay a service charge to their Landlords. In summary, service charge expenditure must be reasonably incurred, and any services provided or works carried out must be of a reasonable standard. There are many other important provisions in this legislation relating to, for example, estimates, consultation, preparation of accounts and so on. What is said in this clause 1.5 does not alter the legal protection given to lessees, or the rights and liabilities of the Landlord or the Lessee. This legal protection, and the legal rights and liabilities of the Landlord and the Lessee will probably change during this Lease, as a result of new legislation.

1.6 The Property forms part of the housing accommodation provided by Housing 21 in the pursuit of its charitable purposes.

2. The Lease of the Property

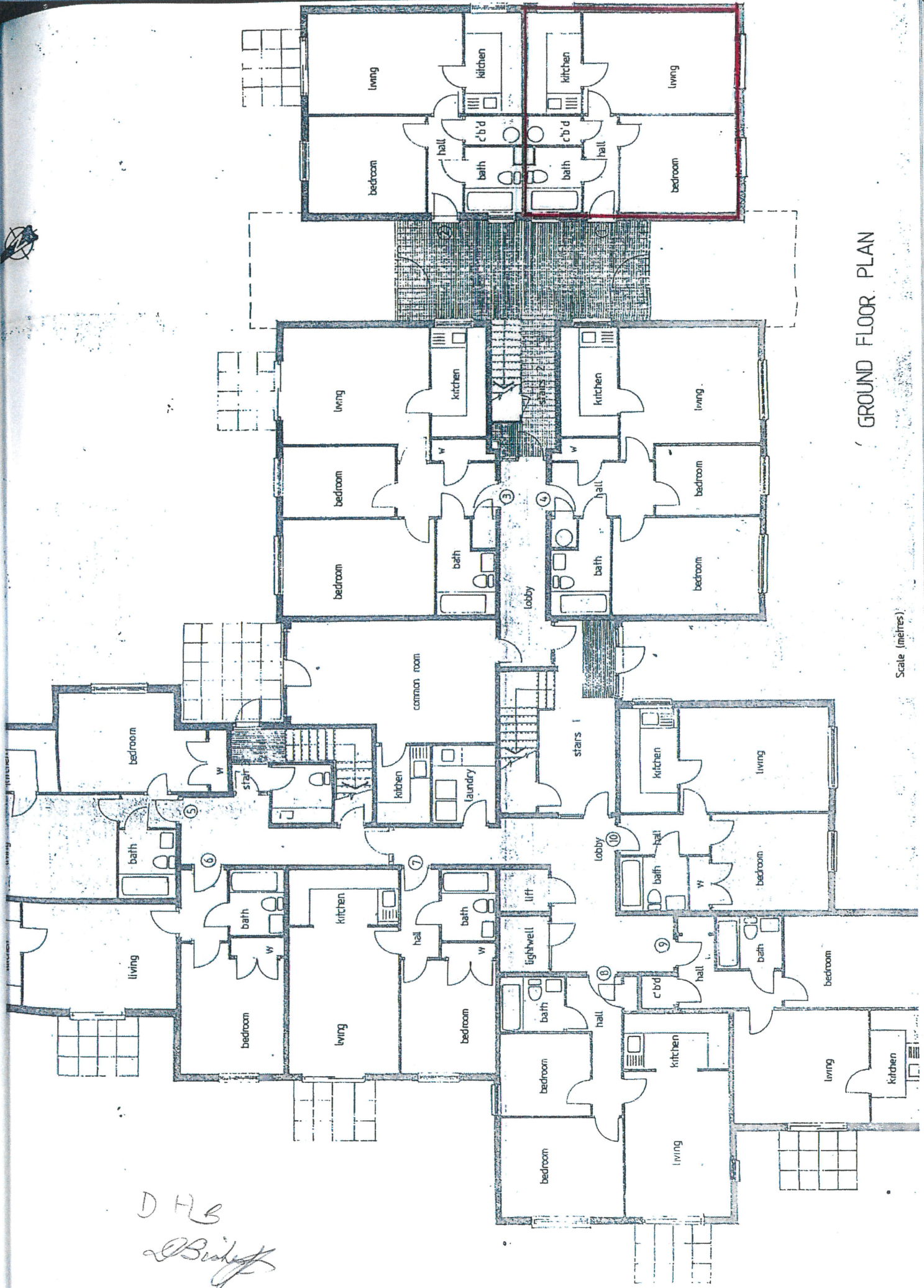
The Landlord has received the Purchase Price from the Lessee, and HEREBY LEASES to the Lessee with limited title guarantee ALL THAT the Property which for the purposes of identification only is shown edged red on the plan attached to this Lease, TOGETHER with the rights set out in Appendix I, EXCEPTED AND RESERVED the rights set out in Appendix II, TO HOLD to the Lessee for 99 years from the date hereof , YIELDING AND PAYING the service charge in accordance with the provisions of clause 3

3 Service Charge

3.1 The Lessee covenants to pay the Landlord the service charge as a contribution towards the costs and expenses of running and maintaining the Estate and other matters set out in Appendix III

3.2 The amount of the service charge that the Lessee pays is a proportion of the Landlord's costs and expenses, as follows:-

- From the date of this Lease, the Initial Service Charge until the end of the Initial Period



GROUND FLOOR PLAN

Scale (metres)

- For each Service Charge year after the Initial Period, the Service Charge Proportion of the Landlord's estimate of the costs expenses and provisions in respect of the Services during the year in question. Clause 3.3 explains how the Landlord estimates the amount of service charge.
- Where the arrangements for payment of service charge have been changed by the Landlord under the terms of Clause 3.5, the Lessee shall make payment of the service charge in accordance with the arrangements as changed from time to time.
- The Landlord will meet the costs and expenses of providing the Services in respect of each dwelling on the Estate (except any resident managers dwelling)
- The Landlord can change the Service Charge Proportion upwards or downwards. The Landlord must give at least one month's notice, in writing of any change. The change must, in the Landlord's opinion (which shall be final), result in fair apportionment of the costs, expenses, and provisions in respect of Services between all the dwellings on the Estate and any neighbouring or adjoining dwellings to which the Landlord supplies or is liable to supply similar Services. The Service Charge Proportion for similar dwellings must be the same. The Landlord shall not be entitled to recover from the purchasers and lessees of such dwellings more than 100% of the costs, expenses and provisions in respect of such Services.
- Clause 3.4 explains how any surplus or deficits are dealt with

3.3 This clause explains how the Landlord estimates the amount of service charge.

- Clause 3.2 explains that the Lessee pays a proportion of the Landlord's costs and expenses
- The Landlord's estimate in respect of the Services shall be based on the costs expenses and provisions in respect of the Services for the previous Service Charge Year, taking reasonable account of any expected increase or decrease.
- Where, during any Service Charge Year, the Landlord thinks that its estimate in respect of that year (as revised from time to time) is likely to be greater or less than the actual costs expenses and provisions in respect of that year, the Landlord can consult the Lessees of the dwellings about changing the service charge for that year.
- After the Landlord has considered any comments from Lessees, the Landlord may from time to time revise its estimate, and the amount payable by the Lessee under Clause 3.2 shall be revised accordingly as the Landlord may reasonably determine.

- Until leases have been granted of all the dwellings on the Estate (except any resident manager's dwelling) the estimate shall be prepared on the basis that leases have been granted of all the dwellings.
- The Landlord shall, so far as practicable, endeavour to equalise from year to year the amount payable for the Services. Thus the Landlord should include in the costs and expenses in each year of providing the Services and carrying out its obligations under this Lease such sums as it considers reasonable by way of provision for future costs, expenses and liabilities in respect of decoration and maintenance which is normally done at regular intervals, and repairs renewals and replacements generally

3.4 This clause says that the Landlord must prepare service charge accounts, and explains how any surpluses or deficits are dealt with

- Within six months after the end of each Service Charge Year the Landlord will supply to the Lessee a copy of audited accounts, showing a summary of the amounts expended provided and receivable in respect of the Services for that year, and also showing the amount carried forward by way of provision for expenditure in future years.
- If the Service Charge Proportion of the Landlord's costs expenses and provisions in respect of the Services exceeds the total of any sums paid by the Lessee under Clause 3.2 in respect of the Service Charge Year in question, the Lessee will pay the difference to the Landlord
- Payment must be in instalments, or in a single amount as the Landlord requests
- If the total of any sums paid by the Lessee under clause 3.2 in respect of the Service Charge Year in question exceeds the Service Charge Proportion of the Landlord's costs expenses and provisions in respect of the Services for that year the difference may, at the option of the Landlord, and following consultation with Lessees:-

be repaid to the Lessee; or

be applied in or towards payment of the Landlord's estimated costs expenses and provisions for the next or any ensuing Service Charge Year or in or towards settlement of any sums due from the Lessee in respect of any earlier Service Charge Year

3.5 This clause allows the Landlord to change the times when the Lessee has to pay sinking fund contributions to the Landlord. Sinking fund Contributions are the part of the Service Charge which relate to provision for decoration and maintenance which are normally done at regular intervals, major repairs, renewal and replacements and for future expenditure generally.

- The Landlord can request payment of sinking fund contributions either every month (or at other intervals), or at the time of any disposal by the lessee of any legal or equitable interest in all or any part of the Property
- The Landlord shall give at least one month's notice, in writing, of any such change in the time for payment of sinking fund contributions. The notice is to state the date when the change comes into effect. The notice will only come into effect if all lessees on the Estate with the same kind of Lease as this lease have received the same notice.

3.6 Where any garages are included in the Estate, and any expenditure falling within clause 5 or Appendix III to this Lease is incurred partly under the terms of the leases of the dwellings on the Estate and partly under the terms of separate leases of garages on the Estate, such expenditure shall be allocated between lessees of the garages on the one hand and the lessees of the dwellings on the other hand as the Landlord may determine

4 Covenants by the Lessee

The Lessee covenants with the Landlord as follows:-

4.1 the Lessee will pay the service charge

- the service charge must be paid on dates chosen by the Landlord and which the Landlord tells the Lessee about. Normally payment will be due every month on the first day of the month.
- the Landlord can require payment by cheque, or standing order or, in any other reasonable manner

- 4.2 the Lessee will pay interest at 3% over Barclays Bank plc Base Rate on any arrears of service charge and any other payments due from the Lessee interest must be paid for the period from the date when these payments became due until they are paid.
- if Barclays Bank base rate ceases to exist, the Landlord may choose some other comparable rate.
 - if payment is not made because the Lessee questions whether payment is properly due, then if the Lessee is found to be right then no interest can be charged
- 4.3 to pay rates, and other assessments, and outgoings of every kind in respect of the Property either direct to the appropriate authorities (where the Property is separately assessed) or if the Property is not separately assessed then the Lessee must pay the Landlord an appropriate proportion
- 4.4 to pay for all gas and electricity which shall be supplied to the Property, and the amount of all charges for the installation and use of the telephone (if any) at the Property;
- 4.5 to keep in good repair and decorative order the interior of the Property , and all fixtures and fittings in the Property including all Service Installations within the Property, but not any Service Installations which also serve other dwellings, or which are in the roof space above the Property and including any boundary walls or fences marked with an inward facing "T" on the plan attached to this Lease and not the external windows and external doors, and the glass in them, locks, handles, catches and ironmongery generally on external doors and windows. The Lessee is responsible for damage caused by fire or other insured risk up to the amount of any excess or deductible from the insurance but apart from that the Lessee does not have to pay for damage caused by fire or other insured risk, unless something the Lessee has done or has not done has made the insurance void or voidable, or means that the insurance money cannot be recovered.
- 4.6 to give back the Property to the Landlord when this Lease ends in good repair and decorative order in accordance with the Lessee's obligations;
- 4.7 not to make any structural or other alterations to the Property, and not to change the layout of the Property unless the Landlord's written consent has been obtained first but the Landlord cannot unreasonably withhold consent

- 4.8 not to cause any damage to the Property, or to the Estate, or to the fixtures and fittings in the Property or the Estate
- 4.9 not to sublet the whole or any part of the Property
- 4.10 not to assign or part with possession of the whole or any part of the Property except in accordance with Clauses 4.11 and 4.12 hereunder
- 4.11 Not to assign the Property or any part thereof except EITHER to a person of or over the age of 55 at the date of the assignment who shall be the Lessee's spouse residing at the Property at the date of the assignment OR where the assignment is (a) by an executor or administrator of a deceased Lessee to that Lessee's spouse if residing there with the Lessee at that date who is of or over the age of 55 at the date of the assignment or (b) by a mortgagee or chargee of whom the Landlord has notice pursuant to Clause 4(12) hereof exercising his power of sale to a person of or over the age of 55 at the date of the assignment.
- 4.12 PROVIDED THAT in every case the grant of a Lease such as this Lease to such person on the same terms (save as to consideration) as this Lease would not infringe the objects of the Landlord's registered rules and PROVIDED THAT a mortgagee wishing to assign the Property shall first send written notice of its intention so to do by recorded delivery post to the Landlord enquiring if the Landlord has any prospective assignees on its waiting list who are ready willing and able to proceed with such assignment for a consideration equal to the repayment sum to be determined in the same manner as provided in Clause 8 (2) hereof If the Landlord fails to nominate a prospective assignee within 21 days of its receipt of the aforesaid notice or if the person or persons so nominated do not enter into a binding contract with such mortgagee for the assignment of the Property within 7 weeks from the date of receipt of a draft contract by the Solicitors or other person acting for the person or persons so nominated such mortgagee shall be free to assign the Property for the consideration aforesaid to any third party who is within the objects of the Landlord's registered rules (a copy of which has been supplied to the Lessee) being a person aged 55 years or older and whom in the opinion of the Landlord (whose opinion shall be final) is a person in need of and not unsuitable for sheltered housing in accordance with the criteria established by the Landlord (details of which have been supplied to the Lessee)

- 4.13 Within one month after every assignment transfer assent charge or devolution of the demised premises to give notice thereof in writing and particulars thereof to the Landlord and to produce a certified copy of any formal document of assignment assent or transfer to the Landlord and if there shall be no such formal document a note or memorandum in writing thereof and in the case of a devolution of the interest of the Lessee taking effect by reason of his death then there shall be produced to the Landlord the Probate of his Will the grant of Letters of Administration to his estate or a death certificate in each case the Lessee paying the Landlord's reasonable costs in connection with the registration of any such notice not being less than twenty pounds plus VAT for each notice
- 4.14 to give the Landlord access on reasonable notice (and at once in case of emergency) to the Property for the purpose of:-
- inspecting the Property
 - carrying out maintenance and repairs to the heating installation, and the gas and water pipes, drains and electric cables and wires in the Property, and other maintenance and repairs in accordance with the Landlord's obligations and rights under this Lease; or
 - carrying out repairs and works to the Estate and the service pipes and wires in the Estate, but causing as little inconvenience to the Lessee as practicable, and making good any damage caused;
- 4.15 to observe the regulations contained in Appendix IV hereto, and such other regulations as may be made by the Landlord, and notified in writing to the Lessee from time to time, for the better management of the Estate, or for general benefit of the lessees of the dwellings;
- 4.16 not to do, or permit to be done, in the Property or to the remainder of the Estate anything which means that any insurance effected by the Landlord becomes void or voidable, or which means that the rate of premium may be increased
- 4.17 to pay the Landlord on demand a reasonable sum, as determined by the Landlord, in respect of the Landlord's costs and expenses relating to:-

- the negotiation preparation and completion of any surrender of this Lease
- the entering in the Landlord's records of any assignment, sub-letting, tenancy agreement, disposition or devolution of this Lease
- the supplying of information or copies of documents at the request of the Lessee or for the benefit of the Lessee
- the expressing of any opinion, or the giving of any approval, under the provisions of clauses 4.11 or 4.12; and
- the giving of advice and assistance to the Lessee
- but no payment shall be demanded under this clause in relation to the Services which the Landlord has to provide under clause 5

4.18 to pay any value added tax or similar tax chargeable on any goods or services supplied by the Landlord to the Lessee, and on any payments made or to be made by the Lessee under the terms of this Lease

4.19 the Lessee shall ensure that a Gas Safety check (if a mains gas supply is available) is undertaken at the Premises at least once every twelve months during the Term with first check being undertaken within twelve months of the initial Gas Safety check for the Premises undertaken on behalf of the Landlord. On request by the Landlord the Lessee shall produce to the Landlord a copy of the up-to-date Gas Safety Certificate provided always that the Lessee shall be responsible for all costs incurred in obtaining the same

5 Landlord's Covenants

The Landlord covenants with the Lessee that subject to payment by the Lessee of the service charge in accordance with this Lease, the Landlord will

5.1 maintain, repair, decorate and renew

- the main structure of any building on the Estate (including the Property), and the roof(s), foundations and exterior of any building on the Estate, (including the Property) all (if any) main entrances, passages, landings, lifts, staircases, corridors and other parts of any buildings

used by or available to the Lessee in common with the owners and occupiers of other dwellings on the Estate, and the fixtures, fittings and furnishings in the communal areas.

- any communal television aerial and the associated wiring
- the Service Installations, in or upon any part of the Estate
- but not any Service Installations in the Property, unless they also serve other dwellings, or unless they are in the roof space above the Property

5.2 so far as practicable

- keep clean and reasonably lighted the communal areas (if any) used by or available to the Lessee
- keep in good condition the forecourts, roads and footpaths (if any) on or serving the Estate

5.3 clean all outside surfaces of windows of any buildings on the Estate including those of the Property

5.4 keep the gardens and grounds neat and tidy and cultivated (but not gardens forming part of the Property included in the Lease of any of the dwellings);

5.5 maintain, repair, decorate, keep in good order and renew

- the lifts (if any) on the Estate
- the external windows and external doors of the Property, and the glass in them, locks, handles, catches and ironmongery generally on external doors and windows;

5.6 employ a manager for general supervision of the Estate

5.7 arrange for the answering of emergency calls of the Lessee

5.8 insure all buildings on the Estate against loss or damage by fire and other perils within the usual comprehensive policy of the insurers to the full cost of rebuilding, plus professional fees, in some reputable insurance office

- including insurance for the cost of reasonable alternative accommodation necessarily incurred by the Lessee in the event of the Property being made uninhabitable by an insured risk and
- including insurance covering the Landlord's liability for injury to persons in the Estate
- the Landlord will if so requested provide copies of such insurance policies and evidence of payment of premiums thereon;

5.9 if any buildings on the Estate should be destroyed or damaged by fire or other insured risk, the Landlord will rebuild and reinstate it in accordance with planning and building regulations, and the Landlord agrees that any money received in respect of the insurance of the building shall be applied so far as it extends in so rebuilding or reinstating the building;

5.10 enforce the covenants in terms similar to those contained in clause 4 on the part of lessees of the other dwellings comprised in the buildings on the Estate

5.11 provide such other services as the Landlord agrees to provide for the better management of the Estate or for the benefit of residents of the Estate generally

PROVIDED THAT

- the Landlord may for the better management of the Estate add to or vary any of the above Services; and
- the Landlord shall not be liable for any temporary breakdown or withdrawal of the above Services for causes beyond the Landlord's reasonable control, so long as the Landlord takes reasonable steps to restore the service in question
- the Landlord shall decide if the manager is to be resident on the Estate or not

6 Agreement by Lessee in case of special medical attention

Whilst the Landlord agrees in accordance with Clauses 5.6 and 5.7 to employ a manager for general supervision of the Estate, and to arrange for the answering of emergency calls of the Lessee, neither the Landlord nor the manager can accept responsibility for medical or other care of the Lessee, and the Lessee agrees that he will at his own expense make his own arrangements for all such attention and care as may be necessary

7 Provisos for re-entry; insurance of alternative accommodation; letting of Remainder of Estate

7.1 If the service charge shall be unpaid for 21 days; or

- if the Lessee shall dispose of the Property, except as permitted by the provisions of clause 4; or
- if the Lessee shall cease to occupy the Property as their only or main home; or in the event of breach of any covenant on the part of the Lessee then the Landlord may re-enter the Property, and the term granted by this Lease shall thereupon determine
- but the other rights of the Landlord and the Lessee shall not be affected as a result and the Landlord will not re-enter the Property, or commence proceedings for forfeiture of the Lease, without first giving written notice to a mortgagee or chargee of the Lessee of whom the Landlord has received written notice

7.2 If the Property should at any time be rendered unfit for occupation and use by reason of the happening of any of the risks against which the Landlord insures and if the Lessee has not done or failed to do something which has made the insurance void or voidable, or which means that payment of the insurance money cannot be recovered then the Landlord will pay over to the Lessee such sum as the Landlord has received in respect of the Property from the insurers for the cost of reasonable alternative accommodation necessarily incurred while the Property is unfit for occupation

7.3 The Landlord intends to let the other dwellings on the Estate (except the resident's manager's dwelling where provided on the Estate) to elderly persons, and to impose upon such sales terms to substantially the same effect as those contained in this Lease

7.4 The open market value of the Property, at the time of any disposition of the Property, shall be such amount as may be agreed between the Landlord and the Lessee and, in the absence of an agreement, as determined by an independent valuer acting as an expert and not as an arbitrator agreed upon between the Lessee and the Landlord or in default of agreement appointed on the application of either party by the President of the Royal Institution of Chartered Surveyors

8. IT IS HEREBY AGREED AND DECLARED:-

- (1)(a) That if the Lessee or his Personal Representatives or a Mortgagee in possession of the Property shall at any time wish to surrender the term hereby granted he shall be entitled to do so upon giving to the Landlords six months notice in writing of his said wish but without prejudice to any right of action or remedy of the Landlords in respect of any breach of the covenants by the Lessee hereinbefore contained and to the right of the Lessee to receive the repayment sum (as hereinafter defined)
- (b) Forthwith upon receipt of any such notice the Landlords shall take all such steps as shall be reasonable within their power to procure the grant of a new Lease to a suitable person within the criteria hereinbefore mentioned for a consideration equal to the repayment sum (as hereinafter defined) but otherwise on the same terms and conditions as this Lease PROVIDED THAT if at the expiry of six months after the service of Notice by the Lessee or the Mortgagee in possession of the Property aforesaid the Landlords shall not have procured the grant of a new Lease to a suitable person any Lessee Mortgagee or Chargee of this Lease of whom the Landlords have notice pursuant to Clause 4 (12) hereof shall have the right subject to the conditions hereinafter mentioned to require the Landlords by notice in writing to grant a new Lease to a person nominated by such Lessee Mortgagee and Chargee and named in the said notice subject to the person so nominated:-
 - (i) being a person of fifty five years and over PROVIDED that this covenant shall not prevent a couple one of whom has not attained the age of fifty five years or over but has attained the age of fifty years or over occupying the Property provided that his or her spouse has attained the age of fifty five years when they first occupy the Property
 - (ii) (in either case) being a person whom in the opinion of the Landlords (whose opinion shall be final) is a person in need of and not unsuitable for Sheltered Housing in accordance with the criteria hereinbefore referred to

- (c) That following the determination of this Lease whether by surrender or otherwise the Landlords shall pay on the agreed date for repayment (as hereinafter defined) to the Lessee or his Personal Representative or other person or persons entitled to receive the same the repayment sum which shall mean 100% of the market value (as hereinafter defined)
- (2) The market value shall be the price which a new Lease for a 99 year term in all respects the same as this Lease save as to consideration might be expected to fetch on the open market with vacant possession on the date of his valuation as may be determined by an independent valuer appointed by the Landlords or such other valuer as may be appointed under the provision of sub clause (3) hereof whose costs and expenses shall be borne by the Lessee or other person or persons entitled to the repayment sum
- (3)(a) If the price determined as the market value by the valuer appointed by the Landlords shall not be agreed by the Landlords and the Lessee or other person entitled (or the respective surveyors or valuers of the Lessee or other persons entitled) then the matter shall be referred to an independent valuer whose appointment shall be agreed between the parties hereto or failing agreement by the President for the time being of the Royal Institution of Chartered Surveyors and whose decision shall be final and binding on the parties but whose costs and expenses shall be borne by the Lessee or other persons or persons entitled to the repayment sum
- (b) The market value determined by a valuer appointed under this sub clause shall be as at the date of valuation by the valuer appointed by the Landlords
- (4) That the Landlords shall be entitled to deduct from the repayment sum
 - (a) Such sums as may be due and owing at the date of surrender or determination in respect of arrears of the service charge
 - (b) Such sums as may be required to put the Property in good repair in accordance with the Lessee's covenants in that behalf in this Lease
 - (c) The costs and expenses of surrender as provided in Clause 4 (17) hereof and
 - (d) A sum equal to two and one half per cent of the repayment sum
 - (e) A sum equal to one half of one per cent of the repayment sum for each year or part of a year
 - (a) from the commencement of the term to the date of determination thereof or
 - (b) where there has previously been an assignment of this Lease under the provisions of clause 4(12) and on that assignment a payment was made under provisions of clause 8(6) from the date of such payment on that previous assignment to the date of determination of this Lease
 - (f) The cost of transferring the repayment sum to the recipient thereof by bank telegraphic

or electronic transfer (if any and if requested)

- (5) Subject to sub clause (6) of this Clause for the purpose of this Clause the agreed date for repayment shall be seven working days from the date on which the sum to be paid to the Lessee or other persons entitled is agreed between parties or determined by the valuer appointed pursuant to sub clause (3) hereof or one week from the date upon which the Landlords receive payment from a new Lessee or occupier by way of consideration for the grant of a new Lease of the Property whichever is the later
- (6) If on completion of the grant of a new Lease by the Landlords the Landlords have at any time prior thereto received notice pursuant to Clause 4(11) hereof of an undischarged Mortgage or Charge of this Lease the Landlords shall (and the Lessee hereby irrevocably requests and directs the Landlords so to do) pay the repayment sum less the deductions referred to in sub-clause (4) of this Clause or a part thereof which is sufficient to discharge the said Mortgage or Legal Charge to the Mortgagees or Chargees named in the said notice and the receipt of the said Mortgagee or Chargee shall as regards the amount so paid absolutely discharge the Landlords from their obligations under this Clause AND the provisions for determination whether by surrender or otherwise of the term hereby granted shall be varied so that the term shall not determine until such time as the repayment sum or parts as is sufficient to discharge the said Mortgage or Legal Charge is paid to the Mortgagees to the intent that the security afforded to the Mortgagees by this Lease shall not lapse until the repayment sum or a sufficient part thereof as aforesaid is paid to the Mortgagees
9. Where more than one person is party hereto as Lessee the expression "the Lessee" shall where the context so admits include all or either or any of such persons and their liabilities in respect of the obligations on the part of the Lessee contained or implied herein shall be joint and several

10 Notices

Any notice under this Lease shall be in writing, and in the case of notice by the Landlord to the Lessee may be served by leaving it at the Property or by sending it by Recorded Delivery to the Property. In the case of a notice to be served by the Lessee on the Landlord, it shall be delivered to or sent by Recorded Delivery post to Housing 21, Tricorn House, 51-53 Hagley Road, Birmingham B16 8TP. In the case of a notice to be served by the Landlord on a mortgage or chargee of the Lessee, it shall be delivered to or sent by Recorded Delivery post to the Lessee's mortgagee's head office

11 Statement under the Charities Act 1993

The Property is held by or in trust for a charity by the proprietor and the charity is an exempt charity

12 It is hereby declared by the Landlord that in its opinion by virtue of paragraph 4 of schedule 4A to the Leasehold Reform Act 1967 this Lease will be excluded from the operation of Part I of the Leasehold Reform Act 1967 at any time when the interest of the Landlord belongs to a registered social landlord.

13 The Landlord and the Lessee hereby apply to the Chief Land Registrar to enter a restriction in the following form in the Proprietorship Register of the Lessee's title:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed on behalf of Housing 21 of Tricorn House, 51-53 Hagley Road, Birmingham B16 8TP by its secretary"

14 The Landlord is a registered society with registered number 16791R operating under charitable rules

APPENDIX I

Rights included for the Lessee

- 1 The right, in common with the Landlord and the lessees of all similar dwellings on the Estate and everybody else having a similar right, to enter and leave the Property along all the roads, paths, halls, corridors, lifts (if any), stairways, and passages of the Estate.
- 2 The right, in common with the Landlord and lessees of all other dwellings on the Estate, and subject to such reasonable rules and regulations as the Landlord may from time to time prescribe, to use and enjoy the common parts and laundry room and guest bedroom (if any) intended for the common use and enjoyment of the lessees and occupiers of all the dwellings on the Estate and their visitors
- 3 The right to use, in common with the lessees of all other dwellings on the Estate and their visitors, the car parking spaces, gardens, grounds, drives, paths and forecourts, subject to such reasonable rules and regulations for the common enjoyment thereof as the Landlord may from time to time prescribe.
- 4 The right, in common with the lessees of all other dwellings in the Estate and everybody else having a similar right, to the free passage and running of water, soil, gas and electricity and other services through the drains, sewers, gas and water pipes, and electric cables, wires and other conduits now or which may within eighty years from the date hereof be laid in under or through the Estate
- 5 The right of support and protection from the remainder of the Estate as now enjoyed by the Property
- 6 All rights and easements and benefits now enjoyed or intended to be enjoyed by the Property

APPENDIX II

Rights reserved for the benefit of the Landlord and Lessees and occupiers of other dwellings

- 1 The right to free passage and running of water, soil, gas and electricity and other services through the drains, sewers, gas and water pipes and electric cables, wires and other conduits now or within eighty years from the date hereof laid in, under or through the Property
- 2 Such rights of access to and entry upon the Property by the Landlord as are necessary or desirable for the proper performance of its obligations and exercise of its rights under this Lease, or under covenants relating to other dwellings similar to the covenants contained in this Lease
- 3 The right for the Lessees of other dwellings on the Estate, and anyone authorised by them, to enter on the Property for the purpose of maintaining and repairing such other dwellings. Reasonable notice in writing (except in case of emergency) must be given to the Lessee. Any damage caused to the Property by reason of such entry must forthwith be made good at the cost of the persons exercising this right.
- 4 All other rights and benefits now enjoyed or intended to be enjoyed by any other part of the Estate over the Property

APPENDIX III

The Services

- 1 The costs and expenses incurred by the Landlord in carrying out its obligations in clause 5
- 2 The cost of providing any office and residential accommodation and staff facilities on the Estate (including heating and any rates or taxes payable) for the manager and staff of the Landlord
- 3 All rates (including water rates) taxes and outgoings (if any) payable in respect of any part of the Estate and its grounds and gardens, other than those payable solely in respect of the Property or the other dwellings let on the Estate
- 4 The fees and expenses paid to any managing agents appointed by the Landlord in respect of the Estate, or a reasonable allowance to the Landlord in respect of costs and expenses of management and administration. When applicable such fees or costs will not exceed the level (if any) from time to time permitted by or agreed by the Housing Corporation, or any comparable level of fees agreed by the Landlord from time to time
- 5 The fees and disbursements paid to any accountant or other professional person in relation to the preparation auditing or certification of any accounts of the costs expenses outgoings and matters referred to in this Appendix
- 6 All other expenses (if any) incurred by the Landlord in and about the maintenance, repair, renewal and replacement and proper and convenient management and running of the Estate (including fixtures fittings plant furniture and equipment), and the gardens and grounds of the Estate, and of the roads and footpaths drains and services serving the Estate
- 7 Any value added tax or tax of a similar nature payable in respect of the services
- 8 Such sum as shall be estimated by the Landlord by way of provision for future costs expenses and liabilities in respect of decoration and maintenance which are normally done at regular intervals, and repairs, renewals and replacements generally
- 9 Interest, commission and other charges in respect of money borrowed by the Landlord to defray any expenses incurred under this Appendix

APPENDIX IV

Regulations as to use of the Property and facilities within the Estate

- 1 Not to keep pets in the Property except with the prior written consent of the Landlord. The Landlord can withdraw consent at any time if the pet causes a nuisance or annoyance to the Landlord or occupiers of the Estate
- 2 Not to do anything in the Property or within the Estate, or make a noise, which may be of annoyance or nuisance to Lessees and occupiers of other dwellings on the Estate or in the neighbourhood
- 3 In particular not to play electrical or electronic equipment which can be heard outside the Property between the hours of 11pm and 7am
- 4 Not to use the Property for improper purposes or purposes injurious to the reputation of the Landlord or the Estate
- 5 Not to encumber with boxes or otherwise or leave rubbish anywhere in the parts of the Estate used in common with the Lessees and occupiers of other dwellings of the Estate
- 6 Only to store things in the Property or in any part of the Estate especially provided for storage by the Lessee
- 7 Not to leave rubbish anywhere in the Estate except in the Property or in the place especially provided for rubbish
- 8 Not to affix sale boards, letting boards, advertisements, nameplates or signs on any part or parts of the Estate, except a nameplate giving the name of the Lessee in the place or places provided by the Landlord
- 9 To use the Property only for private residential use in the occupation of one or two elderly persons
- 10 Only to park or allow to be parked any vehicle, including those of the Lessee's visitors, in car parking spaces provided
- 11 Only to hang or allow to be hung any clothes or other articles within the Property, or in any drying area provided

- 12 Not to block, or allow to be blocked, any waste pipe in the Property or the Estate
- 13 Not to overload the electrical circuits and installations in the Property
- 14 Not to attach to any part of the exterior of the Property or the Estate any aerial, dish, antenna or apparatus for the transmission or reception of radio or television signals without the written consent of the Landlord
- 15 To keep neat and tidy any garden or patio forming part of the Property

APPENDIX V

Criteria for the approval of assignees

- 1 The accommodation is provided specifically for persons of pensionable age, and the Lessee and any other persons wishing to take up residence must be 55 years or over
- 2 Lessees are expected to be capable of living an independent life, and in particular to manage their own housekeeping even if some help and support is necessary. If more help is required, the Landlord's staff will endeavour to enlist the support of relatives, friends or statutory and voluntary services. Personal or nursing care is not provided, although assistance may be offered in an emergency
- 3 The Landlord (when a registered social Landlord) is as a general rule prohibited by statute from making any payment or granting any benefit to a member of its Board, or an employee, or a close relative of a member of its Board or of an employee, or to a person who has within the preceding twelve months been a member of its Board, or an employee, or to a close relative of such a person

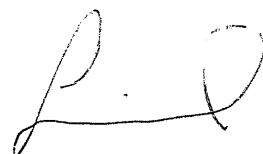
SIGNED by the

said DOROTHY HELEN BICKERSTAFF

as a DEED in the

presence of:-



W	SIGNATURE	x	Steve	
I	PRINTED NAME		STEVE	FINCH
T	x	b		
N	ADDRESS		14 HUDSON STREET	
E	x	✓	BURNHAM ON SEA	
S	✓	✓	SOMERSET	TAS IPR
S	✓	✓		

Executed as a Deed by affixing the
common seal of HOUSING 21
in the presence of :

Director

Director/Secretary