

under this lease.

- 15.5 The Landlord's address for service is Civic Offices Shute End Wokingham RG40 1BN or such other address as the Landlord may notify to the Tenant from time to time.

16 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.

17 VAT

Any obligation to pay money refers to a sum exclusive of VAT and the amount of any VAT payable in addition (whether by the Landlord or by the Tenant) shall be paid by the Tenant to the Landlord.

18 GOVERNING LAW AND JURISDICTION

- 18.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 18.2 Save for any dispute arising under clause 9, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

AS WITNESS the hands of the parties hereto on the day and year first before written

SCHEDULE 1

The Property

Second and third

HUC
The part of the ~~first and second~~ floors of the Building, known as Flat 19 Elms Walk, Wokingham, RG40 2EZ the extent of which is shown edged red on Plan 1 and including:

1. the internal plaster, plasterboard and surface finishes of all walls;
2. the whole of any internal, non-load bearing walls that are entirely within the Property;
3. the inner half (severed medially) of the non-load bearing walls dividing the Property from any other parts of the Building;
4. the floorboards or floor screed as the case shall be or other floor surfaces above the joists or other structural floor supports supporting them;
5. the ceiling plaster, plasterboard or other ceiling surface below the joists or other structural ceiling supports supporting them;
6. the doors (save the external decorative surface of the front door) and windows and their frames, fittings and glass (save for the external decorative finishes of the window frames);
7. all Service Media exclusively serving the Property;
8. all Landlord's fixtures and fittings in the Property; and

9. all additions and improvements to the Property

10. the surface area of the balcony (if any);

but excluding any of the Retained Parts.

SCHEDULE 2

The Rights

1 SHELTER AND PROTECTION

The right of support, shelter and protection from other parts of the Building, to the extent existing at the date of this lease.

2 ACCESS TO AND FROM THE PROPERTY

a) A right of way for the Tenant and all persons authorised by the Tenant at all times on foot and with vehicles over and along those parts of the Common Parts and the Access Road where appropriate which afford access to and egress from the Property and the Parking Space Provided that the Landlord may, at its discretion, change the route of any means of access to or egress from the Property by giving notice to the Tenant.

b) Subject to the Tenant not damaging the Common Parts or any decorative finish to the Common Parts a right of way for the Tenant and all persons authorised by the Tenant at all times on foot only over and along those parts of the Common Parts which afford access to and egress from the Bin Store and Cycle Store Provided that the Landlord may, at its discretion, change the route of any means of access to or egress from the Bin Store and Cycle Store by giving notice to the Tenant

3 USE OF RETAINED PARTS

The right for the Tenant and all persons authorised by the Tenant:

3.1 to use the Bin Store for the purpose of depositing normal domestic rubbish in accordance with the Regulations;

3.2 to keep one bicycle in the Cycle Store;

3.3 to use any part of the external areas forming part of the Common Parts so intended for normal quiet recreational purposes only.

3.4 to use the Parking Space to park one roadworthy legal private motor car or private motor cycle

3.5 to use any visitor parking spaces so designated by the Landlord to park a roadworthy legal private motor car on a first come first served basis and strictly in accordance with any regulations imposed by the Landlord or Management Company at any time;

4 SERVICE MEDIA

The right to use and to connect into any Service Media in the Building that serve the Property and which are in existence at the date of this lease or are installed during the period of 80 years from the commencement of the Term (provided that the Landlord may, at its discretion, re-route or replace any such Service Media at any time and the right shall then apply in relation to the Service Media as re-routed or replaced).

5 ACCESS TO OTHER PARTS OF THE BUILDING

The right to enter other parts of the Building with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary to inspect or carry out any works to the Property required or permitted by this lease but at all times subject to compliance with the Conditions for Entry.

SCHEDULE 3

The Reservations

1 SHELTER AND PROTECTION

All rights of support, shelter and protection from the Property to the extent those rights are capable of being enjoyed at any time during the Term.

2 LIGHT AND AIR

All rights of light and air to the extent those rights are capable of being enjoyed at any time during the Term.

3 SERVICE MEDIA

The right to use and to connect into any Service Media at the Property which serve other parts of the Building and which are in existence at the date of this lease or are installed during the period of 80 years from the commencement of the Term.

4 ACCESS TO THE PROPERTY

Subject to compliance with the Conditions for Entry, the right to enter the Property with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:

- 4.1 to inspect or carry out works to the Retained Parts, the Common Parts the Flats, or the Commercial Premises;
- 4.2 to inspect, repair, maintain, install, re-route or replace any Service Media serving any other part of the Building;
- 4.3 to inspect the state of repair and condition of the Property (following which the Landlord may give the Tenant notice of any breach of the Tenant Covenants relating to the repair or condition of the Property);
- 4.4 to carry out any works needed to remedy the breach set out in any notice served under paragraph 4.3 if the works have not been carried out by the Tenant to the reasonable satisfaction of the Landlord within the time period specified in the notice;
- 4.5 for any other purpose mentioned in or connected with this lease, the Reservations or the Landlord's interest in the Building and the Landlord's Neighbouring Property.

5 DEVELOPMENT

The full and free right at any time during the Term to develop any part of the Building or the Estate (other than the Property) and the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit.

6 ALTERATION AND SUSPENSION OF RIGHTS

The right to re-route and replace any Service Media at the Building or Estate over which Rights are granted.

SCHEDULE 4
Tenant Covenants

1 RENT

- 1.1 To pay the Rent to the Landlord.

2 SERVICE CHARGE

- 2.1 To pay to the Landlord the estimated Building Service Charge for each Service Charge Year in four equal instalments on each of the Quarter Days
- 2.2 To pay to the Management Company the estimated Management Company Service Charge for each Service Charge Year in four equal instalments on each of the Quarter Days
- 2.3 If, in respect of any Service Charge Year, the estimate of the relevant parts of the Service Charge provided by the Landlord or the Management Company is less than the Service Charge, the Tenant shall pay the difference within ten (10) working days of demand made by the Landlord under paragraph 3.3 of Schedule 6 or by the Management Company under paragraph 7.3 of Schedule 6.
- 2.4 If, in respect of any Service Charge Year, the estimate provided by the Landlord or the Management Company of the Service Charge is more than the Service Charge, the Landlord or Management Company (as appropriate) shall credit the difference against the Tenant's next instalment of the estimated Service Charge (and where the difference exceeds the next instalment then the balance of the difference shall be credited against each succeeding instalment until it is fully credited)
- 2.5 In relation to the Service Charge Year current at the date of this lease, the Tenant's obligations to pay the estimated Service Charge and the actual Service Charge shall be limited to an apportioned part of those amounts, such apportioned part to be calculated on a daily basis for the period from the date of this lease to the end of the Service Charge Year. The estimated Service Charge for which the Tenant is liable shall be paid in equal instalments on the date of this lease and the remaining Rent Payment Days during the period from the date of this lease until the end of the Service Charge Year.

3 INSURANCE

- 3.1 To pay to the Landlord:
- 3.1.1 the Insurance Rent demanded by the Landlord under Schedule 6 within ten (10) working days of demand;
- 3.1.2 on demand a fair and reasonable proportion of any excess payable under the insurance policy of the Building following the occurrence of an Insured Risk; and
- 3.1.3 on demand an amount equal to any insurance money that the insurers of the Building refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Building with the express or implied authority of any of them.
- 3.2 To give the Landlord notice immediately that:

- 3.2.1 any matter occurs in relation to the Tenant or the Building that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Building;
 - 3.2.2 any damage or loss occurs that relates to the Building and arises from an Insured Risk; and
 - 3.2.3 any other event occurs which might affect any insurance policy relating to the Building.
- 3.3 Not to insure the Building or the Property against any of the Insured Risks in such a manner as would permit the Landlord's insurer to cancel the Landlord's insurance or to reduce the amount of any money payable to the Landlord in respect of any insurance claim.

4 INTEREST ON LATE PAYMENT

To pay interest to the Landlord or the Management Company as the case may be at the Default Interest Rate on any Rent, Insurance Rent, Service Charge or other payment due under this lease and not paid within 21 days of the date it is due, for the period from the due date until the date of actual payment, whether before or after judgment.

5 RATES AND TAXES

- 5.1 To pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, other than:
 - 5.1.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; and
 - 5.1.2 any taxes, other than VAT and IPT, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 5.2 To pay:
 - 5.2.1 a fair and reasonable proportion of any such rates, taxes or other impositions and outgoings that are payable in respect of the Building; and
 - 5.2.2 a fair and reasonable proportion determined by the Landlord of any such rates, taxes or other impositions and outgoings that are payable in respect of the Property together with other land (whether or not including any other part of the Building).

6 UTILITIES

- 6.1 To pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 6.2 To comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities and the Service Media at or serving the Property.

7 COSTS

- 7.1 To pay to the Landlord or the Management Company as the case may be on demand the costs and expenses (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them) assessed on a full indemnity basis incurred by the Landlord or the Management Company (both during and after the end

of the Term) in connection with or in contemplation of any of the following:

- 7.1.1 the enforcement of any of the Tenant Covenants;
- 7.1.2 preparing and serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- 7.1.3 preparing and serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- 7.1.4 preparing and serving any notice under paragraph 4.3 of Schedule 3; or
- 7.1.5 any consent applied for under this lease, whether or not it is granted (except to the extent that the consent is unreasonably withheld or delayed by the Landlord in circumstances where the Landlord is not entitled to unreasonably withhold or delay consent).

8 ALTERATIONS

- 8.1 Not to make any external or structural alteration or addition to the Property or the Building or make any opening in any boundary of the Property or the Building or cut or maim any structural parts of the Building.
- 8.2 Not to make any internal, non-structural alteration or addition to the Property, or alteration to the plan, design or elevation of the Property, without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 8.3 Not to install, alter the route of, damage or remove any Service Media at the Property or the Building, without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

9 ASSIGNMENT AND UNDERLETTING

- 9.1 Not to assign part of this lease or underlet, charge or part with possession of part only of the Property.
- 9.2 Not to assign the whole of this lease or underlet or part with possession of the whole of the Property, during the last seven years of the Term without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 9.3 Not to assign the whole of this lease to a limited company without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 9.4 Not to assign the whole of this lease unless the Tenant has first:
 - 9.4.1 paid to the Landlord or the Management Company as the case may be any Rent, Service Charge, Insurance Rent or other sums payable under this lease which have fallen due before the date of assignment; and
 - 9.4.2 provided the Landlord and the Management Company with an address for service in England or Wales if the assignee or transferee is not resident in England or Wales or is a limited company not registered within England or Wales.
 - 9.4.3 provided the Management Company and the Landlord with a duly executed Deed of Covenant between the assignee the Landlord and the Management Company in the form set out in Schedule 7

9.5 Not to underlet the whole of the Property unless:

9.5.1 the underlease is on an assured shorthold tenancy agreement or any other tenancy agreement whereby the tenant does not obtain security of tenure on expiry or earlier termination of the term;

9.5.2 the underlease contains covenants substantially the same as those contained in the Regulations, other than the Regulation contained in paragraph 10 of Schedule 5; and

9.5.3 the underlease provides that the undertenant must not do anything that would or might cause the Tenant to be in breach of the Tenant Covenants.

9.6 Within one month of any assignment, underletting for more than one year, charge, parting with possession of or any other devolution of title to this lease or the Property to serve notice on the Landlord or (if required by the Landlord) the Landlord's solicitors and the Management Company giving details and to:

9.6.1 provide a certified copy of the transfer or other instrument of devolution of title; and

9.6.2 pay the Landlord's or the Landlord's solicitor's and Management Company's, reasonable registration fee which shall be no less than Fifty Pounds plus VAT in respect of each document produced.

10 **REPAIR AND DECORATION**

10.1 To keep the Property in good repair and condition throughout the Term (provided that the Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person at the Property with the express or implied authority of any of them).

10.2 To renew and replace from time to time all Landlord's fixtures and fittings at the Property which may become beyond repair at any time during the Term.

10.3 As often as is reasonably necessary and at least every five years, to decorate or treat as appropriate all parts of the inside of the Property that are usually decorated or treated in a good and proper manner, using good quality, suitable materials that are appropriate to the Property and in the last year of the Term to use materials, designs and colours approved by the Landlord.

11 **COMPLIANCE WITH LAWS AND NOTICES**

11.1 To comply with all laws relating to the Property, its use by the Tenant and any works carried out at it.

11.2 To comply with all laws relating to the use of the Retained Parts and Common Parts by the Tenant.

11.3 To carry out all works that are required under any law to be carried out at the Property (without prejudice to any obligation on the Tenant to obtain any consent under this lease).

11.4 Within one week after receipt of any notice or other communication affecting the Property or the Building (and whether or not served pursuant to any law) to:

11.4.1 send a copy of the relevant document to the Landlord; and

11.4.2 in so far as it relates to the Property or the Tenant's use of the Retained Parts or Common Parts, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may reasonably require.

12 NOTIFY DEFECTS

To give notice to the Landlord of any defect in or want of repair or damage to the Property or Building for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it.

13 THIRD PARTY RIGHTS

13.1 To comply with all obligations on the Landlord relating to the Third Party Rights insofar as they relate to the Property (and the exercise by the Tenant of the Rights) and not do anything (even if otherwise permitted by this lease), that may interfere with any Third Party Right.

13.2 To allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.

14 REMEDY BREACHES

14.1 If the Landlord has given the Tenant notice of any breach of any of the Tenant Covenants relating to the repair or condition of the Property under paragraph 4.3 of Schedule 3, to carry out all works needed to remedy that breach as quickly as possible, and in any event within the time period specified in the notice (or immediately if works are required as a matter of emergency) to the reasonable satisfaction of the Landlord.

14.2 If the Tenant has not begun any such works within the time specified in the notice or is not carrying out the works with due speed or has not completed such works to the reasonable satisfaction of the Landlord, to permit the Landlord (without prejudice to the Landlord's other rights in this lease) and all persons authorised by him, to enter the Property and carry out the works needed.

14.3 To pay to the Landlord on demand the costs incurred by the Landlord in carrying out any works pursuant to this clause (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis).

15 PERMIT ENTRY

To permit all those entitled to exercise any right to enter the Property to do so subject to their compliance with the Conditions for Entry.

16 INDEMNITY

16.1 To indemnify the Landlord against all claims, liabilities, costs, expenses (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), damages and losses (including any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) arising out of or in connection with:

16.1.1 any breach of any of the Tenant Covenants; or

16.1.2 any act or omission of the Tenant, any undertenant or their respective

workers, contractors or agents or any other person at the Property or the Building with the express or implied authority of any of them.

17 RETURNING THE PROPERTY TO THE LANDLORD

At the end of the Term to return the Property to the Landlord in good and substantial repair, condition and decoration and in accordance with the Tenant Covenants.

18 MEMBERSHIP OF THE MANAGEMENT COMPANY

18.1 The Tenant must within 14 days of becoming the Tenant apply to the Management Company in accordance with its articles of association to become a member of the Management Company.

18.3 The Tenant must not withdraw from membership of the Management Company or dispose of any of the rights attaching to the membership of the Management Company whilst it remains the Tenant.

18.4 If requested to do so by the Management Company, the Tenant shall:

18.4.1 become a director or secretary of the Management Company; and

18.4.2 deliver to the Management Company the duly completed signed company Form AP01 or AP03 or such other company form as shall replace these forms PROVIDED ALWAYS THAT in the case of the Tenant being a corporate Tenant, the Tenant shall procure that an individual who is a director or secretary of the corporate Tenant becomes a director or secretary of the Management Company and shall deliver to the Management Company the duly completed Form AP02 or AP04 or such company forms as shall replace these forms.

SCHEDULE 5

The Regulations

- 1 Not to use the Property for any purpose other than for the Permitted Use or carry on any trade or business at the Property.
- 2 Not to hold any political meeting or sale by auction at the Property.
- 3 Not to use the Property for any noisy, offensive, illegal or immoral purpose.
- 4 Not to do anything at the Property which may be or become a nuisance or annoyance, or cause loss, damage or injury, to the Landlord, or the Commercial Tenants, or the Flat Tenants.
- 5 Not to bring, keep or use any barbeque, fireworks or other inflammable, explosive, dangerous or offensive substances or goods on or in the Property or Building.
- 6 Not to do anything which may cause any insurance of the Building to become void or voidable or which may cause an increased premium to be payable in respect of it (unless the Tenant has previously notified the Landlord and has paid any increased premium).
- 7 To comply with the requirements and recommendations of the insurers relating to the Property and the exercise by the Tenant of the Rights.
- 8 Not to overload any structural part of the Building nor any Service Media at or serving the Property or the Building.

- 9 Not to do anything which may lessen the support or protection given by the Property to other parts of the Building.
- 10 Not to keep any animal or bird on the Property without the prior written consent of the Landlord, which consent may be revoked at any time.
- 11 Not to hang or expose clothes or other articles outside the Property or on any balcony at the Property or shake anything out of the windows of the Property.
- 12 Not to stop up, darken or obstruct any windows at the Property or Building or do anything else which may obstruct the flow of light or air to the Property or any other part of the Building.
- 13 To clean the inside of the windows of the Property as often as is reasonably necessary.
- 14 Not to sing or dance or play any musical instrument or equipment for making or reproducing sound so as to be audible outside the Property between the hours of 11pm and 8am
- 15 Not to throw any dirt, rubbish, rags or other refuse into the sinks, baths, lavatories, cisterns or waste soil pipes in the Property.
- 16 Not to keep or deposit any rubbish at the Building except suitably wrapped and sealed and placed in an approved receptacle in accordance with any regulations imposed by the Landlord or Management Company from time to time.
- 17 Not to live in the Property unless all floors (other than in the kitchen and bathroom) are covered in good quality carpeting and underlay or an alternative equally sound deadening material.
- 18 Not to decorate the exterior of the Property in any way.
- 19 Not to put any sign, plate, writing or drawing of any kind on any part of the exterior of the Property or in any window so as to be seen from the outside.
- 20 Not to fix any television or radio aerial, satellite dish or receiver on the Building without the Landlord's prior written consent.
- 21 Not to place any "For Sale" or "To Let" sign on the Building without the Landlord's prior written consent.
- 22 Not to play or loiter on the Common Parts at any time or make any avoidable noise on the Common Parts between the hours of 8pm and 8am.
- 23 Not to leave any bicycle, pushchair or any other item on the Common Parts (other than a bicycle in the Cycle Store) or obstruct them in any way.
- 24 To maintain the surface area of the balcony of the Property (if any).
- 25 Not to alter the railings of the balcony of the Property (if any) or place anything on the balcony which would stop up, darken or obstruct the flow of light or air to the Property or which can be seen from the outside of the Building.
- 26 Not to place or plant anything in or tend the planters on the communal terrace unless expressly authorised to do so by the Management Company.
- 27 To observe and perform the Tenant Covenants contained in:
 - 27.1 Paragraph 10 of Schedule 4; and
 - 27.2 Paragraph 15 of Schedule 4.

- 28 To comply with all variations of these Regulations and all other reasonable and proper regulations made by the Landlord the Management Company or its agents from time to time in accordance with the principles of good estate management and notified to the Tenant that relate to:

- 28.1 the use of the Retained Parts and the Common Parts;
- 28.2 the management of the Building and the welfare of its occupants; and
- 28.3 the use of any Service Media, structures or other items outside the Building that are used or capable of being used by the Building in common with other land.

SCHEDULE 6

Covenants

Part 1

Landlord Covenants

1 QUIET ENJOYMENT

So long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

2 LANDLORD'S INSURANCE COVENANTS

The Landlord covenants with the Tenant:

2.1 To Insure

To keep insured or cause to be insured at all times throughout the Term against loss or damage by the Insured Risks the Building (for the avoidance of doubt not including the airspace within and the contents of the Property or the Flats) to the full value of the Reinstatement Cost; and to serve on the Tenant a demand giving full particulars of the gross cost of the insurance premium payable in respect of the Building (after any discount or commission but including IPT). Such notice shall state:

- (a) the Insurance Rent payable by the Tenant, how it has been calculated and the date on which it is payable.

2.2 To Reinsure

In the event of damage to or destruction of the Premises by any of the Insured Risks then subject to:

- 2.2.1 the necessary labour and materials being and remaining available;
- 2.2.2 neither the policy of insurance effected by the Landlord having been vitiated nor payment of the policy monies having been refused in whole or in part by reason of any act, default or neglect of the Tenant; and
- 2.2.3 the Landlord being able to obtain all necessary consents, which it shall use reasonable endeavours to obtain but the Landlord shall not be obliged to institute any appeal unless reputable Counsel advises the Landlord that there is a strong prospect of such appeal being successful

to diligently apply or procure the application of the insurance proceeds covering the

rebuilding and reinstatement costs of the Premises but excluding those proceeds relating to loss of rent or Service Charge for the purposes of rebuilding and reinstating the Premises (but for the avoidance of doubt not including tenant's or trade fixtures and fittings), making good any deficiency in the proceeds (except for any deficiency caused in whole or in part by any act, default or neglect of the Tenant) out of its own resources

PROVIDED THAT in the event of substantial damage to or destruction of the Building by an Insured Risk such rebuilding or reinstatement of the Property shall be either in the form in which they were immediately before the damage or destruction or in that form with such modifications as:

2.2.4 may be required by any competent authority as a condition of the grant of any consent;

2.2.5 the Landlord may reasonably make to the design or specification of the Premises to reflect then current building practice; or

2.2.6 the Landlord may otherwise reasonably require;

but so that the Property as rebuilt and reinstated shall provide accommodation for the Tenant not materially less convenient and commodious than that existing immediately before the damage or destruction.

2.3 To Produce Evidence of Insurance

To produce to the Tenant reasonable evidence of the terms of the insurance policy and of payment of the current premium upon written request but not more than once in any insurance period.

3 SERVICES AND SERVICE COSTS

3.1 Subject to the Tenant paying the Service Charge, to provide the Building Services.

3.2 Before the start of each Service Charge Year, the Landlord shall prepare and send the Tenant notice with an estimate of the Building Service Costs for that Service Charge Year and a statement of the estimated Building Service Charge for that Service Charge Year.

3.3 As soon as reasonably practicable after the end of each Service Charge Year, the Landlord shall prepare and send to the Tenant notice with a certificate showing the Building Service Costs and the Building Service Charge for that Service Charge Year. The certificate shall be in accordance with the service charge accounts prepared by the Landlord.

3.4 To keep accounts, records and receipts relating to the Building Service Costs incurred by the Landlord and to permit the Tenant, on giving reasonable notice, to inspect the accounts, records and receipts by appointment with the Landlord (or its accountants).

3.5 it is hereby agreed and declared that the Landlord's covenants contained in clauses 3.2, 3.3 and 3.4 of this Schedule shall be discharged by delivery of the estimates and certificates referred to in the said clauses to the Management Company in place of the Tenant and if the Landlord so requires the Management Company shall be instructed to collect the Building Service Charge due to the Landlord

4 LEASES OF FLATS AND COMMERCIAL PREMISES

4.1 To ensure that every lease of the Flats granted by the Landlord for an original term of over 21 years is in substantially the same form as this lease and contains covenants

substantially the same as the Regulations.

- 4.2 To ensure that every lease of the Commercial Premises granted by the Landlord contains covenants no less onerous than those contained in paragraph 3, paragraph 6, paragraph 7, paragraph 8, paragraph 9, paragraph 16, and paragraph 23, of the Regulations and appropriate rights of entry for the purposes of repair and maintenance of the Retained Parts, the Flats the Common Parts and the Property.
- 4.3 Until such time as the Landlord grants leases of the Flats and the Commercial Premises to maintain and repair the Flats and the Commercial Premises to the extent that no physical damage is caused to the Property.

5 ENFORCEMENT OF COVENANTS AGAINST THE FLAT TENANTS AND THE COMMERCIAL TENANTS

At the written request of the Tenant to enforce or assist the Tenant in enforcing the Regulations against the Flat Tenants and the covenants referred to in the Leases of the Commercial Premises against the Commercial Tenants, provided that:

- 5.1 the Tenant shall indemnify the Landlord in writing against all costs and expenses of such enforcement (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis);
- 5.2 the Landlord shall not be required to take any action or incur any costs under this clause until the Tenant has given to the Landlord such security as the Landlord shall in its reasonable discretion require; and
- 5.3 the Tenant shall join in any action or proceedings, if so requested by the Landlord.

6 MAINTENANCE

- 6.1 To procure that the Management Company shall observe and perform the obligations of the Management Company contained in Part 2 of the Sixth Schedule and to permit the Management Company all reasonably necessary means of access to on and over the Common Parts to enable it to do so, and itself to carry out such obligations in the event of the Management Company failing to do so and in such event shall reclaim all costs claims and demands from the Tenant and other tenants of the Building for so doing.
- 6.2 Until such time as it grants a Lease of any Flat comprised in the Building (in so far as the same is not the responsibility of the Management Company) to maintain repair and renew such Flat.

Part 2

Management Company's Covenants

7 SERVICES AND SERVICE COSTS

- 7.1 Subject to the Tenant paying the Service Charge, to provide the Management Company Services.
- 7.2 Before the start of each Service Charge Year, the Management Company shall prepare and send the Tenant and the Landlord notice with an estimate of the Management Company Service Costs for that Service Charge Year and a statement of the estimated Management Company Service Charge for that Service Charge Year.

7.3 As soon as reasonably practicable after the end of each Service Charge Year, the Management Company shall prepare and send to the Tenant notice with a certificate showing the Management Company Service Costs and the Management Company Service Charge for that Service Charge Year. The certificate shall be in accordance with the service charge accounts prepared by the Management Company's independent accountants.

7.4 To keep accounts, records and receipts relating to the Management Company Service Costs incurred by the Management Company and to permit the Tenant, on giving reasonable notice, to inspect the accounts, records and receipts by appointment with the Management Company (or its accountants).

7.5 If any cost is omitted from the calculation of the Management Company Service Charge in any Service Charge Year, the Management Company shall be entitled to include it in the estimate and certificate of the Management Company Service Charge in any following Service Charge Year. Otherwise, and except in the case of manifest error, the Management Company Service Charge certificate shall be conclusive as to all matters of fact to which it refers.

7.6 if required by the Landlord, to collect the Insurance Rent and Building Service Charge as agent for and on behalf of the Landlord (free of charge) and to account to the Landlord for the same forthwith without deduction.

SCHEDULE 7 Specimen Deed of Covenant

THIS DEED OF COVENANT is made between *name* (1) of *address* ("the Covenantor") and [*name*] of *address*] ("the Landlord") (2) Elms Walk (Wokingham) Management Company Limited of 1 London Street, Reading RG1 4PN ("the Management Company")

- 1 The Covenantor is the transferee of the land and premises ("the Premises") known as Flat [], Elms Walk, Wokingham RG40 2EZ OR [] Denmark Street], Wokingham RG40 2AY pursuant to a transfer of even date herewith and executed contemporaneously herewith
- 2 The Covenantor HEREBY COVENANTS with the Management Company pursuant to the terms of the lease of the Premises ("the Lease") dated made between Wokingham Borough Council (1) the Management Company (2) and [the Original Tenant] (3)
- 3 The Covenantor hereby covenants with the Management Company and with the Landlord
 - (a) at all times to observe and perform the covenants on the part of the Tenant contained in the Lease in relation to the Premises and
 - (b) to enter a restriction on the title of the Premises in the form prescribed in Prescribed Clause LR13 of the Lease
- 4 The Management Company hereby covenants with the Covenantor to observe and perform the covenants on the part of the Management Company contained in the Lease in relation to the Premises subject to payment by the Covenantor of the Service Charge

Executed as a Deed by the
said Covenantor in the
presence of:-

Witness signature

Witness name

Witness address

Executed as a Deed by
ELMS WALK (WOKINGHAM)
MANAGEMENT COMPANY LIMITED
Acting by
a Director, in the presence of:-

Witness signature

Witness name

Witness address

Occupation

SIGNED as a DEED
by YVONNE ANNE MILES

in the presence of

Witness signature

Witness name

Address

Occupation

THE COMMON SEAL of
WOKINGHAM BOROUGH COUNCIL

was hereunto affixed

In the presence of *M. Howells*
Authorised Signatory



EXECUTED as a DEED
by **ELMS WALK (WOKINGHAM)**
MANAGEMENT COMPANY LIMITED
Acting by
a director

X *[Signature]*

in the presence of:

Witness signature

X *T. Godden*

Witness name

X *TRACEY GODDEN*

Address

X *Civic Offices
Shute End
Wokingham RG40 1BN*

Occupation

X *Administrator*

SIGNED as a DEED
by [REDACTED]

[Empty box for signature]

in the presence of:

Witness signature

[Empty box for signature]

Witness name

Address

Occupation
