

**Lease** dated

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**between**

- (1) **The Landlord:** David Michael and Helen Michael both of 59 Lansdown, Stroud, Gloucestershire GL5 1BN
- (2) **The Tenant:** [ ] of [ ].

## 1 Particulars

In this Lease where the context so admits the following expressions have the following meanings :-

**"Premises"**: the [ ] floor apartment, 59 Lansdown, Stroud, GL5 1BN shown edged red on Plan 1 and more particularly described in the First Schedule;

**"Premium"**: [ ] pounds (£ );

**"Building Proportion"**: 7.15%.

## 2 Definitions

In this Lease where the context so admits the following expressions have the following meanings:-

**"Apartments"**: all apartments in the Building and **"Apartment"** means any one of them;

**"Building"**: 59 Lansdown, Stroud GL5 1BN and its curtilage shown edged blue on Plan 2;

**"Communal Parts"**: the area within the Retained Parts of the Building shown shaded yellow on the Plans for use in common with the Tenants of the Other Apartments;

**"Ground Rent"**: one peppercorn per annum (if demanded);

**"Insured Risks"**: fire, storm, flood, tempest (including lightning), explosion, bursting of pipes, impact, aircraft (other than hostile aircraft) and other aerial devices or articles dropped therefrom, riot and civil commotion and such other risks as are normally insured against under a comprehensive policy of insurance of property of a similar nature to the Building (subject to the Building being insurable against such risks at normal commercial rates) and property owners third party liabilities, professional fees, the cost of demolition and site clearance and such other risks against which the Landlord from time to time desires to insure or the Tenant reasonably requests the Landlord to insure;

**"Interest"**: interest during the period from the date on which the payment is due to the date of payment both before and after any judgment at the yearly rate of four per centum above the base rate for lending published by HSBC Bank Plc from time to time or if such rate shall not be published at any time such other comparable rate of interest as the Landlord may then in writing specify having regard to interest rates current at such time;

**"Landlord's Surveyor"**: any person or firm appointed or employed by or acting for the Landlord to perform the function of the surveyor for the time being of the Landlord for any purpose of this Lease;

**"Management Company"**: [ ] Management Company Limited whose registered office is at [ ] (Co.Reg.No [ ]);

**"Neighbouring Property"**: the remainder of the Building not included in this demise and any land or premises adjoining or neighbouring the Building in which the Landlord has a freehold or a leasehold interest or in which during the Perpetuity Period the Landlord acquires such an interest;

**"Occupier"**: the occupier or occupiers of the Premises;

**"Other Apartments"**: all Apartments in the Building except the Premises;

**"Perpetuity Period"**: eighty years from the date hereof;

**"Plan"**: the plan(s) and drawings (if any) annexed to this Lease and any reference to a lettered or numbered plan is to the plan so lettered or numbered;

**"Planning Acts"**: the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990 and any other present or future legislation regulating the development, use, safety and control of property;

**"the Principles of Co-Housing"**: shall mean the general principles as set out in the book "Co-Housing" by Kathryn McCamant and Charles Dinnett a copy of which is available for inspection from the Landlord and in particular (without limitation) (1) the day to day management of the Building shall be carried out by the Residents Association and (2) all adult Occupiers must participate in the cooking, cleaning and other rotas all at the discretion of the Residents Association;

**"Relevant Car Club"**: the car club which shall operate the "Car Sharing Scheme" defined in an agreement dated 14 September 2005 between (1) Stroud District Council (2) David Michael and Helen Michael and (3) Bank of Scotland;

**"Rents"**: includes the Ground Rent and the Service Charge;

**"Requisite Notice"**: notice in writing to the Tenant forty eight hours before any entry is made on the Premises or any part thereof save that in the case of emergency no notice shall be required;

**"Residents' Association"**: means the non-hierarchical association formed by the majority of the Occupiers of the Building from time to time;

**"Retained Parts"**: all parts of the Building and its curtilage not let or intended to be let to a tenant including (without limitation) :-

- (1) the foundations, roofs, gutters, rainwater pipes, exterior and load bearing walls, supporting columns, joists, beams, and cross members;
- (2) the structure (but not the floor covering) of the balconies (if any);
- (3) the entrance doors, halls, passages, landings, stairs, sanitary facilities, lifts, and any floor coverings therein;
- (4) all vehicular or pedestrian ways, forecourts, cycle storage areas, landscaped areas, boundary features, gates and barriers, and refuse collection areas;
- (5) the Communal Parts;
- (6) plant and store rooms and security and management accommodation serving the Building;
- (7) all Service Media (except any exclusively serving Apartments); and
- (8) fire escapes



superior landlord and by and in common with all persons authorised by the Landlord or any superior landlord and all other persons having a like right.

- 3.10 References to the "last year of the Term" include the last year of the Term if the same determines otherwise than by effluxion of time and to the "expiration of the Term" include such sooner determination of the Term.
- 3.11 Any consent or approval on the part of the Landlord required in relation to this Lease shall be in writing.
- 3.12 Where the consent or approval of the Landlord is required or requested in relation to this Lease such provisions shall be construed as also requiring the consent or approval of any superior landlord and any mortgagee except that no obligation is implied that such superior landlord or mortgagee shall not unreasonably refuse any consent or approval.
- 3.13 If any provisions in this Lease shall be held to be illegal, void, invalid or unenforceable for any reason the legality, validity and enforceability of the remainder of this Lease shall not be affected.

#### **4 Background**

- 4.1 The Landlord has previously granted or intends to grant leases of the Apartments each as separate and distinct properties and the Landlord has in every such lease imposed and intends in every future lease to impose obligations in the terms or substantially in the terms set out in the Fourth Schedule.
- 4.2 It is intended that the tenant for the time being of any one of the Apartments may enforce the observance by the tenant of any other of the Apartments of the covenants in the terms or substantially in the terms set out in Part 2 of the Fourth Schedule.
- 4.3 The Landlord has agreed to grant to the Tenant a Lease of the Premises for the Premium at the Ground Rent and on the terms and conditions hereinafter appearing.
- 4.4 The Management Company has been incorporated for the purposes of managing and maintaining the Building and upon having granted the leases of all Apartments at capital values for terms substantially equivalent to the Term the Landlord intends to transfer its reversionary interest of the Building to the Management Company.
- 4.5 The Tenant is or will become a member of the Management Company.

#### **5 Demise**

In consideration of the Premium now paid by the Tenant to the Landlord (the receipt of which the Landlord acknowledges) the Landlord with full title guarantee demises the Premises to the Tenant:

**together with:**

- 5.1 the rights set out in the Second Schedule;
- 5.2 the benefit of the covenants entered into or to be entered into by the tenants of the Other Apartments for the observance and performance of the covenants in or substantially in the form set out in Part 2 of the Fourth Schedule

**excepting and reserving** as set out in the Third Schedule;

**subject to** all matters contained or referred to in the documents specified in the Sixth Schedule

**to hold** the same to the Tenant for the Term

**yielding and paying** to the Landlord :-

- 5.3 the Ground Rent (if demanded) to be paid annually in advance on the 29 September in every year;
- 5.4 by way of further rent the Service Charge payable in accordance with the provisions of the Seventh Schedule;
- 5.5 by way of further rent Value Added Tax in accordance with paragraph 3 of Part 1 of the Fourth Schedule.

## **6. The Tenant's Covenants**

The Tenant covenants:

- 6.1 with the Landlord:
    - 6.1.1 to observe and perform the obligations on the part of the Tenant set out in Part 1 and Part 2 of the Fourth Schedule; and
    - 6.1.2 to observe and perform all covenants and stipulations contained or referred to in the Charges Register of the Land Registry Title Number GR108210 at the date hereof so far as the same relate to or affect the Premises
- and to indemnify the Landlord against all actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance thereof.
- 6.2 with the tenants of the Other Apartments to observe and perform the obligations on the part of the Tenant set out in Part 2 of the Fourth Schedule.

## **7. The Landlord's Covenants**

The Landlord covenants with the Tenant to observe and perform the obligations on the part of the Landlord set out in the Fifth Schedule to the effect that such covenant is personal to the Landlord for the time being and upon any transfer of its reversionary interest in this Lease such Landlord will be released from such covenant.

## **8. Agreements and Declarations**

The parties agree and declare in the terms set out in the Eighth Schedule.

### **First Schedule (The Premises)**

"the Premises" means the Apartment shown edged red on Plan 1 including :-

- 1 the plaster or plasterboard attached to :-
  - 1.1 the interior of the exterior walls of the Building but no other part of the exterior walls;
  - 1.2 the inner face of any structural supporting column but no other part of such column;
- 2 the plaster or plasterboard comprising the ceiling of the Premises but not the joists, beams or cross-members to which they are attached;

- 3 the floor boards but not the joists or cross-members upon which they rest;
- 4 the entirety of all non-load bearing walls within the Premises;
- 5 the inner half severed medially of any non-load bearing wall which divides the Premises from other parts of the Building;
- 6 all floor coverings including the surface (but not the structure) of any balcony;
- 7 all internal windows and window frames and fittings;
- 8 all external windows and fittings (including the window frames);
- 9 the door giving access to the Premises and the door frame surrounding it;
- 10 the whole and each and every part of the Premises;
- 11 any alterations, additions and improvements to the Premises;
- 12 all fixtures, fittings and apparatus in the Premises;
- 13 the rights hereby granted;
- 14 any Service Media that exclusively serve the Premises.

### **Second Schedule (The Rights)**

The Tenant enjoys the following rights in common with the Landlord and all others having the like right :-

- 1 The right to the free passage and running (subject to temporary interruption for repair, alteration or replacement) of water, soil, gas, electricity, telephone and communications and other services to and from the Premises in and through the Service Media that now serve the Premises laid in, through, upon, over or under any Neighbouring Property.
- 2 The right (to the extent only that the same cannot reasonably be achieved from the Premises) at all convenient times and upon forty-eight hours previous written notice (except in case of emergency) to enter the Neighbouring Property to view the state and condition of and execute works of cleaning, maintenance, repair and renewal to the Premises subject to the Tenant causing as little damage, disturbance and inconvenience as possible, carrying out any works as expeditiously as possible and forthwith making good all damage caused to the Neighbouring Property.
- 3 The right to use any garden area within the Communal Parts for quiet recreational purposes only.
- 4 The right to pass and re-pass on foot only over such of the footpaths, forecourts, entrance halls, passages, landings and stairs of the Retained Parts that give access to the Premises.
- 5 The right to dispose of normal household waste in the refuse bins provided by the Landlord.
- 6 The right to use:
  - 6.1 the communal electronic security door entry system;

- 6.2 the cycle storage facilities (as allocated to each Apartment with any surplus on a first come first served basis);
  - 6.3 the communal post facilities on the ground floor of the Building;
  - 6.4 the communal television reception system; and
  - 6.5 the two cars provided by the Landlord for the communal use of all the Tenants (according to the booking system set up by the Relevant Car Club).
- 7 The right of access to the meters in the ground floor of the Building for the purpose only of reading and maintaining the meters.
  - 8 The right in case of emergency or routine drill only to use the fire escapes in the Building.
  - 9 The right of shelter, support and protection for the Premises by and from Neighbouring Property.
  - 10 The right to use the Communal Parts in accordance with any regulations contained or referred to in this Lease or imposed from time to time by the Landlord or the Residents Association.

### **Third Schedule (Exceptions and Reservations)**

- 1 The right to enter upon the Premises on giving Requisite Notice (except as otherwise provided in this Lease) for all or any of the purposes mentioned in this Lease.
- 2 The right to erect or execute or to consent hereafter to any person erecting or executing any new building or works upon or to alter or rebuild the Building or any other neighbouring or adjoining property and to use or deal with the same in such manner as the Landlord thinks fit notwithstanding that the access of light and air to the Premises may thereby be obstructed or diminished but not so as to interfere with or affect the quiet enjoyment and use of the Premises by the Tenant.
- 3 The right to the free passage and running of water, soil, gas, electricity, telephone and communications and other services to and from any Neighbouring Property in and through any Service Media that now or may hereafter during the Term be laid in, through, upon, over or under the Premises.
- 4 The right during the Term to enter upon the Premises with all necessary tools, plant, equipment and materials and install any Service Media or connect into Service Media in, through, upon, over or under the Premises for the benefit of any Neighbouring Property.
- 5 The right to erect scaffolding for the purposes of inspecting, cleaning, maintaining, repairing or renewing the Building or any buildings or structures now or during the Term on any Neighbouring Property notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Premises.
- 6 The right of light, air, shelter, support, protection and all other easements now or hereafter during the Term belonging to or enjoyed by any Neighbouring Property.

### **Fourth Schedule (Covenants by the Tenant)**

#### **Part 1 - Covenants Enforceable by the Landlord**

##### **1. Rents**

To pay the Rents hereby reserved and made payable at the times and in the manner at and in which the same are respectively reserved and made payable without any deduction and (if required by the Landlord in writing) by bankers' standing order and not to seek to exercise any right or claim to withhold rents or any right or claim to legal or equitable set off against the same.

## 2 **Interest**

- 2.1 If any Rents or other moneys payable hereunder remain unpaid for more than seven days after written demand therefor to pay Interest thereon calculated from the date of demand until payment.
- 2.2 All Interest payable under this clause is deemed to be rent due to the Landlord and shall be compounded with quarterly rests on the usual quarter days.

## 3 **Value Added Tax**

To pay or otherwise indemnify and keep indemnified the Landlord or any other person against all or any Value Added Tax (or any other imposition of a like nature that may be substituted for it or levied in addition to it) which may be chargeable or payable in respect of the Rents or any other sums or other consideration which the Tenant is liable to pay or provide hereunder whether to the Landlord or such other person to the intent that such Rents, sums and consideration are treated as being exclusive of all such tax or other imposition which is accordingly payable by the Tenant in addition thereto (save to the extent that the same is recoverable by the Landlord as deductible input tax).

## 4 **Outgoings**

- 4.1 To pay and discharge or indemnify and keep indemnified the Landlord against all existing and future rates, taxes, duties, charges, assessments, impositions, liabilities and outgoings whatsoever whether parliamentary, parochial or otherwise which may at any time during the Term be charged, levied, assessed or imposed upon the Premises or upon the owner or occupier thereof other than (subject to paragraph 3 of this Schedule) taxes payable in respect of rent or occasioned by any disposition of or dealing with the ownership of the reversion to this Lease.
- 4.2 To pay for all drainage, water, gas, electricity, telephone, communications and any other services or amenities of a like nature used by or available to the Premises (including all standing charges) and to observe and perform all present and future regulations and requirements of the statutory supply authorities and to keep the Landlord indemnified against non-payment, breach, non-observance or non-performance thereof.

## 5 **Repair**

- 5.1 To keep the Premises in good and substantial repair and condition and free of all defects and clean and tidy throughout the Term and to rebuild, renew and replace whenever necessary in accordance with the best modern practice from time to time the whole or any part of the Premises if the same is or becomes beyond repair and to replace any of the Landlord's fixtures and fittings as from time to time are beyond repair, missing, broken, damaged or destroyed with others of a similar character and of equal value (damage by those of the Insured Risks from time to time insured against alone excepted unless and to the extent that the policy or policies of insurance shall be or have been vitiated or payment of the insurance monies withheld in whole

or in part in consequence of any act default or omission of the Tenant or its subtenants or any of them or its or their respective employees, agents, licensees or visitors).

- 5.2 To enter into specialist contracts with reputable contractors for the servicing, inspection and maintenance at intervals of not less than once every year of any space or water heating, air conditioning, security or fire prevention or safety apparatus, plant and equipment and to produce copies of such contracts to the Landlord on request.
- 5.3 To bear the whole expense of any repair to any part of the Building made necessary by the act, negligence or default of the Tenant or any member of the Tenant's household or any subtenants or their respective employees, agents, licensees or visitors except to the extent that the Landlord receives insurance monies in respect of such repair.

## **6 Decoration**

In the year [ ] and every fifth year thereafter and in the last year of the Term to paint with two coats at least of good quality paint and/or otherwise treat with a suitable coating of preservative appropriate to the finish in a proper and workmanlike manner all parts of the Premises previously or requiring to be so painted or treated.

## **7 Windows and doors**

Forthwith to replace any broken or cracked glass in the Premises and to clean all the external doors and windows (including frames) both inside and out at least once every month.

## **8 To yield up**

To hand over all keys and yield up the Premises to the Landlord at the expiration of the Term with vacant possession and in compliance with paragraphs 5, 6 and 7 of this Schedule and having removed all furniture, fittings, papers and refuse belonging to the Tenant (making good nevertheless any damage to the Premises caused by such removal).

## **9 Entry**

To permit the Landlord at all reasonable times during the Term upon Requisite Notice to enter and where necessary remain on the Premises with all necessary tools, plant, equipment and materials :-

- 9.1 to view the Premises to ensure that nothing has been done or omitted therein constituting a breach of any of the covenants herein and to examine the state and condition of the Premises;
- 9.2 to inspect, clean, maintain, repair, alter, renew, develop or carry out any works to the Building or any other neighbouring or adjoining property or Service Media serving the same where the same could not otherwise be conveniently carried out the persons exercising such rights making good all damage to the Premises occasioned thereby and causing as little disturbance as possible;
- 9.3 to carry out work or do anything whatsoever comprised within the Landlord's obligations in this Lease or within such of the Tenant's obligations as the Tenant has failed to perform;

9.5 for any other purpose connected with the interest of the Landlord in the Premises or the Building or their or its disposal charge or demise.

## 10 To remedy defects etc

Forthwith to remedy, repair and make good all breaches of covenant and defects in the Premises of which notice shall be given by the Landlord to the Tenant for which the Tenant is liable under this Lease and if the Tenant shall not within one month after service of such notice proceed diligently to remedy, repair or make good any such breaches or if the Tenant fails to remedy, repair or make good the same within such reasonable period as shall be specified in such notice to permit the Landlord to enter the Premises to remedy such default and breaches and to repay to the Landlord as a debt on demand the cost thereof and all expenses incurred in connection therewith (including legal costs and surveyors fees) together with Interest thereon from the date or dates upon which the same shall have been paid by the Landlord until repayment by the Tenant and the same shall be recoverable as if it were rent in arrear.

## 11 Alterations

11.1 Not to:-

- 1 cut, maim, injure or make any alteration to any structural part of the Premises;
- 2 make any alteration to the external appearance of the Premises;
- 3 install or erect any lighting, shade, awning, canopy or other structure on any external part of the Premises;
- 4 do anything to:
  - any walls which divide the Premises from any other parts of the Building; or
  - the floors and ceilings of the Premises; or
  - the door giving access to the Premiseswhich would have the effect of reducing sound insulation or compromising fire safety;
- 5 make any other alteration improvement or addition to the Premises (other than permitted by paragraph 11.2).

11.2 Not to make any non-structural alteration in the internal layout or arrangement of the Premises except with the previous consent in writing of the Landlord (such consent not to be unreasonably withheld or delayed) and in accordance with drawings and specifications previously submitted in triplicate to and approved in writing by the Landlord provided that the Landlord may as a condition of giving any such consent require the Tenant to enter into such covenants with the Landlord as the Landlord may reasonably require with regard to the execution of any such alterations or otherwise.

11.3 Not to make any alteration or addition to the Service Media in or serving the Premises nor to connect any apparatus thereto which might endanger or overload the same.

- 11.4 If the Tenant fails to observe the covenants contained in this clause the Landlord may enter the Premises and reinstate or remove any unauthorised alterations or additions and make good all damage caused thereby the cost of which work shall be repaid by the Tenant and recoverable by the Landlord as a debt on demand.

## 12 Insurance

- 12.1 Not to do any thing which may make void or voidable the insurance of the Building or any Neighbouring Property against the Insured Risks or which may render any increased or extra premium payable for such insurance or in consequence of which the Landlord would or might be prevented from insuring the Building or any Neighbouring Property at the ordinary rate of premium.
- 12.2 To comply with all the requirements and recommendations of the insurers and the fire authority in relation to the Premises.
- 12.3 If the Building or any part thereof is destroyed or damaged by any of the Insured Risks and the insurance money under any policy of insurance effected thereon by the Landlord being by reason (wholly or in part) of any act, neglect, default or omission of the Tenant or its subtenants or any of them or its or their respective employees agents licensees and visitors wholly or partially irrecoverable to indemnify and keep indemnified the Landlord in respect of all costs, expenses, charges and other expenditure incurred by the Landlord in rebuilding or reinstating the Building.
- 12.4 To apply the proceeds of every insurance policy covering the Premises or the Building effected by the Tenant (notwithstanding that the Tenant was under no obligation to the Landlord to effect the same) in making good the loss or damage in respect of which the same shall have been received.
- 12.5 Not to obstruct the access to any fire equipment or means of escape from the Premises or the Building.

## 13 Statutory Requirements

- 13.1 To do and execute at the expense of the Tenant all such works and things in respect of the Premises or the use to which they are being put as are required in order to comply with the requirements of any Act of Parliament (already or in the future to be passed) or any government department, local authority or other public or competent authority or court of competent jurisdiction (whether by the owner, lessee, tenant or occupier thereof).
- 13.2 Not to do in or near the Premises or the Building any act or thing by reason of which the Landlord may under any enactment incur have imposed upon it or become liable to pay any penalty, damages, compensation, costs, charges or expenses.

## 14 Town and Country Planning

- 14.1 At all times during the Term to comply in all respects with the Planning Acts and any notice, order, licence, consent or condition (if any) served, made, granted or imposed thereunder in so far as the same relate to or affect the Premises.
- 14.2 Not without the previous consent in writing of the Landlord (such consent not to be unreasonably withheld in the case of any alterations to the Premises for which the Landlord's consent could not be unreasonably withheld or would not be required

under this Lease) to apply for or implement any planning permission or certificate of lawfulness of use or serve any notice under the Planning Acts relating to the Premises.

## 15 Notices

Within seven days of the receipt of notice of the same to give full particulars to the Landlord of any permission, notice, order or proposal relevant to the Premises or the Building or to the use or condition thereof or otherwise concerning the Tenant made given or issued to the Tenant or the occupier of the Premises by any government department or local or public authority and if so required by the Landlord to produce such permission, notice, order or proposal to the Landlord and also without delay to take all reasonable or necessary steps to comply therewith and also at the request of the Landlord to make or join with the Landlord in making such objections and representations against or in respect of any such notice, order or proposal as aforesaid as the Landlord shall deem expedient.

## 16 Alienation

16.1 Not to assign, sublet, charge, mortgage, part with or share possession or occupation of any part or parts (as distinct from the whole) of the Premises or permit any company or person to occupy the same.

16.2 Not to sublet, part with or share possession or occupation of the whole of the Premises or permit any company or person to occupy the same save by way of an subletting of the whole of the Premises in accordance with the following sub-paragraphs.

16.2.1 Prior to subletting or sharing possession or occupation of the Premises the Tenant must give at least one weeks' notice to the Landlord and any tenant or occupier must covenant to abide by the rules and decisions of the Residents Association and the Principles of Co-Housing.

16.2.2 Any subletting must be by means of an assured shorthold tenancy agreement or such other form of agreement (provided in advance by the Landlord) which does not create any rights of tenancy or security of tenure for the tenant after the term of any such agreement shall have expired.

16.2.3 On each anniversary of the commencement of any subletting the Tenant shall pay to the Residents Association 1% of the annual rent payable under the subletting agreement.

16.3 Not to assign the whole of the Premises at any time during the Term without first obtaining the consent in writing of the Landlord which shall not be unreasonably withheld or delayed save that the following conditions shall apply:

16.3.1 It shall be a condition of the consent that the share or shares held by the Tenant in the Management Company or the Management Company's successors in title shall on completion of the assignment or transfer be transferred to the assignee or transferee for a consideration of one pound (£1) and there shall be a requirement by the assignee or transferee to become a member of the Residents Association for a consideration of one pound (£1).

16.3.2 At least four weeks prior to any sale or transfer of the Premises (the "Offer Period") the Tenant must post by recorded delivery addressed to the Landlord at its usual address an offer in writing to sell the Premises to the Landlord or any nominee of the Landlord at the price the Tenant reasonably expects to achieve in the open market ("the Price") if the offer is not unconditionally

accepted during the Offer Period or if the Landlord shall fail to complete the purchase within 28 days of the expiry of the Offer Period the Tenant can sell or transfer the Premises to any other interested party but for a price not lower than the Price unless a further notice is served pursuant to this sub-clause at a new Price.

16.3.3 On completion of the transfer the Tenant shall procure from the transferee and deliver to the Landlord a Deed of Covenant in the form set out in the Ninth Schedule.

16.3.4 On completion of a transfer of the Premises the transferee shall pay to the Landlord the sum of 0.5% (point five per cent) of the eventual gross sale price achieved as a contribution towards the Landlord's management expenses and the transferee shall pay to the Cohousing Development Company Limited the sum of 0.5% (point five percent) of the eventual gross sale price achieved as a contribution towards the development of Co-Housing generally.

16.3.5 The Landlord and Tenant shall apply to HM Land Registry for the following restriction to be placed on their respective titles:

"no transfer in respect of this title shall be registered by the Land Registry without a certificate signed by the secretary for the time being of the Management Company confirming that the requirements of clause 16.3 of the Fourth Schedule have been complied with".

16.3.6 The Landlord and Tenant shall apply to HM Land Registry for the following restriction to be placed on their respective titles:

"no transfer in respect of this title shall be registered by the Land Registry without a certificate signed by the secretary of the Cohousing Development Company Limited confirming that the requirements of clause 16.3 of the Fourth Schedule have been complied with".

16.4 To procure that any transfer, assent or disposition of this Lease shall contain a covenant by the transferee devisee or disponee in terms of the preceding subclause 16.4.

16.5 During such period as the Tenant retains any estate or interest in the Premises not to resign from or dispose of the rights attaching to his membership of the Management Company to any person other than a mortgagee of the Premises.

16.6 If the Tenant is not a member of the Management Company:

16.6.1 to carry out the obligations attaching to members of the Management Company under its articles of association;

16.6.2 upon being requested by the Landlord or the Management Company to apply to become registered as a member of the Management Company in any manner authorised by that company's articles of association.

16.7 In the event of any breach, non-performance or non-observance of any of the covenants, conditions, agreements and provisions contained or referred to in this Lease by any subtenant forthwith upon discovering the same to take and institute all

necessary steps and proceedings to remedy such breach, non-performance or non-observance.

17 **To register devolutions**

Within one month of every assignment, sublease, charge or mortgage affecting the Premises or any devolution of the estate of the Tenant therein and every surrender terminating any derivative, mediate or immediate estate or interest in the Premises or any devolution of such estate or interest to give notice in writing with particulars thereof to the Landlord and produce a certified copy of such assignment, sublease, charge, mortgage or the probate of the will or letters of administration or other document or evidence of such devolution or surrender and to pay to the Landlord in respect of every such assignment, sublease, charge, mortgage, devolution or surrender a reasonable registration fee being not less than thirty pounds.

18 **Encroachments**

Not to stop-up, darken or obstruct any windows, lights or openings on or belonging to the Premises and not knowingly to permit any encroachment upon the Premises or the acquisition of any new right to light, passage, drainage or other easement on, over or under the Premises and to give notice to the Landlord of any threat of such encroachment or acquisition and at the Landlord's request to take proper action to prevent such encroachment or acquisition provided that if the Tenant fails to take such proper action the Landlord may enter the Premises and take the same and any expense incurred in so doing shall immediately be repaid to the Landlord by the Tenant on demand.

19 **Defective Premises**

Regularly to inspect the Premises and forthwith to notify the Landlord of any defect in or damage to the Premises or the Building :-

- 19.1 which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise;
- 19.2 for which the Landlord may be primarily or wholly responsible under the terms of this Lease or any Act of Parliament; or
- 19.3 which might be caused by an Insured Risk

and at all times to display and maintain all notices in respect of such defect or damage which the Landlord or its insurers may from time to time require to be displayed at the Premises.

20 **Payment of costs and fees**

To pay to the Landlord on a full indemnity basis (in the case of legal fees on the indemnity basis as between a solicitor and his own client) all costs, charges and expenses (including solicitors', counsel's, surveyors', bailiffs' and other professional costs and fees) incurred by the Landlord :-

- 20.1 in respect of or in contemplation of any proceedings relating to the Premises under Sections 146 or 147 of the Law of Property Act 1925 or the preparation and service of any notice thereunder (whether or not a notice served under the said Section 146 is complied with by the Tenant and notwithstanding forfeiture is avoided otherwise than by relief granted by the Court);

- 20.2 in respect of or in contemplation of the preparation and service of any schedule of dilapidations at any time during or after the Term;
- 20.3 in connection with the recovery of arrears of Rents or any other sums due from the Tenant under this Lease;
- 20.4 in connection with or procuring the remedying of any breach of covenant on the part of the Tenant contained in this Lease;
- 20.5 in respect of any application for consent required under this Lease whether such consent be granted or refused or proffered subject to any lawful qualification or condition or whether the application be withdrawn;
- 20.6 in respect of the production to the Tenant in accordance with paragraph 2.3 of the Fifth Schedule of evidence of such insurance as is referred to therein and of the payment of the last premium therefor;
- 20.7 in connection with the approval and supervision of any works of repair or permitted works of alteration carried out on or to the Premises.

## 21 **Indemnity against loss and claims**

To keep the Landlord indemnified from and against all loss, actions, proceedings, claims, demands, damages, costs, expenses and liability whatsoever arising from or in connection with :-

- 21.1 any breach of covenant on the part of the Tenant herein contained;
- 21.2 the use or state of repair or condition of the Premises or any works carried out at any time during the Term to the Premises;
- 21.3 any act, activity, neglect or default by the Tenant or by any subtenants or by their respective servants or agents or by any persons in the Premises with the actual or implied authority of any of them or otherwise carried out committed or made on or from the Premises;
- 21.4 any injury or loss to any person or any damage occasioned to property in or on the Premises except where caused by the negligence of the Landlord; or
- 21.5 any notice served by the local authority or other statutory body.

## 22 **Landlord and Tenant (Covenants) Act 1995**

To the extent (if any) that the Landlord remains liable on its covenants in this Lease following any transfer of its reversionary interest the Tenant will not unreasonably withhold or delay its consent to a request made by the Landlord pursuant to the Landlord and Tenant Act 1995 Section 8 for a release from all or any of the Landlord's covenants of this Lease.

## **Part 2 - Covenants enforceable by the Landlord and tenants of the other Apartments**

### 1 **Private residence and Co-Housing**

Not to use or suffer to be used the Premises for any purpose whatsoever other than as a private residence for occupation by a single household in accordance with the Principles of Co-Housing and in particular not to carry on or permit or suffer to be carried on in or from the Premises any trade, business or profession except normal home/office work.

## 2 **Nuisance**

Not to do or bring in or upon the Premises or the Building anything which may be or become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to the Landlord or the owners or occupiers of the Other Apartments or of any neighbouring or adjoining property nor to use the Premises for any illegal or immoral act or purpose.

## 3 **Service Media**

To keep all Service Media and sanitary and water apparatus serving the Premises or any other property protected from frost and free from obstruction and not to discharge into any of the Service Media and apparatus any refuse, oil, grease or other deleterious material or substance which may be or become a source of danger or injury to the Service Media and apparatus.

## 4 **Noise and vibration**

4.1 Not to install or use in or upon the Premises any machinery or apparatus which causes noise or vibration or which can be heard or felt in any Other Apartment or outside the Premises or which may cause structural damage.

4.2 No piano, radio, television set, loud-speaker or other electric, electronic, mechanical, musical or other instrument of any kind shall be played or used nor shall any singing be practised in the Premises so as to in the opinion of the Landlord cause unreasonable annoyance to any occupiers of the Other Apartments or so as to be audible outside the Premises between the hours of 11 pm and 9 am.

4.3 To provide and forever maintain

(a) impact acoustic underlay to hard floor finishes such as tiling and wood flooring or similar; and

(b) carpeting underlay to carpets;

on the entire floor surface of the Premises to mitigate the transmission of sound to Other Apartments.

## 5 **Environment**

5.1 Not to deposit, treat, keep or dispose of on the Premises any waste, pollutant, contaminant or any substance or article of a toxic, dangerous, hazardous, noxious or offensive nature and to procure that at all times the Premises are kept free of contamination from such substances or articles and not to leave any belongings boxes etc in the Communal Parts without the prior approval of the Landlord.

5.2 No barbeques or bonfires may be held or lit on any part of the Building without the prior consent of the Landlord.

## 6 **Overloading**

Not to overload floors or the electrical installations or the Service Media or other services of or to the Premises nor suspend any excessive weight from the ceilings walls or the structure thereof.

## 7 **Refuse disposal**

- 7.1 Not to permit any refuse, rubbish or scrap to remain upon the Premises other than in proper receptacles within the Building and to remove all which may have accumulated on the Premises at least once in every week.
- 7.2 Not to deposit any refuse or other materials on the pavements, roads or on other land abutting the Building.

**8 Aerials etc**

Not to display or hang any window boxes, clothes, washing, aerials, satellite dishes (or any similar telecommunication transmission or reception apparatus) or thing from the Premises.

**9 Signs, curtains etc**

- 9.1 Not to place or display on the exterior of the Premises or on the windows or inside of the Premises so as to be visible from outside the Premises any name, writing, notice, placard, poster, sticker or sign including a 'for-sale' sign.
- 9.2 To provide and at all times maintain good quality curtains or blinds at the windows of the Premises.

**10 Cars**

- 10.1 At all times to be a member of the Relevant Car Club.
- 10.2 Not to apply for any parking permits within any existing or future controlled parking zones in Stroud and if so required to enter into agreement with the Stroud District Council to confirm not to be so entitled.
- 10.3 Not to park or suffer to be parked any vehicle (other than bicycles in the cycle storage area) on any part of the Building.

**11 Access**

Not to obstruct or permit to be obstructed at any time any accessways, roadways, entrances, stairways, corridors or any openings of whatsoever nature at the Building.

**12 Lights**

Not to display any flashing lights in the Premises that can be seen from outside the Premises.

**13 Suppression of electrical equipment**

Not to install or use any electrical or other equipment in the Premises without taking adequate measures to eliminate electrical or other interference to radio, television or other broadcast reception.

**14 Animals**

- 14.1 No dog, bird, cat or other animal or reptile shall be kept in the Premises except with the prior written consent of the Landlord which consent may be revoked at the discretion of the Landlord.
- 14.2 Not to feed or encourage others to feed birds or other wildlife on any part of the Building.

15 **Temperature**

At no time shall the temperature within the Premises be allowed to fall below the freezing point of water.

16. **Keyholder**

To ensure that at all times the Landlord has written notice of the name, address and telephone number of at least one keyholder of the Premises.

17 **Regulations**

To observe and perform such reasonable regulations as the Landlord Management Company and/or Residents Association may (after consultation with and having regard to the views of the majority of the owners of all Apartments) from time to time publish to govern the mode of use or for the better management and administration of the Building.

**Fifth Schedule (Covenants on the part of the Landlord)**

1. **Quiet Enjoyment**

The Tenant paying the Rents and observing and performing the several covenants on his part and conditions herein contained shall peaceably hold and enjoy the Premises during the Term without any lawful interruption from or by the Landlord or any person lawfully claiming under or in trust for it.

2. **Insurance**

2.1 Subject to the Tenant paying the Service Charge and unless such insurance is vitiated or renewal refused or payment of the whole or any part of the insurance moneys refused by reason (in whole or in part) of any act, neglect, default or omission of the Tenant its subtenants or any of them or its or their respective employees, agents, licensees or visitors the Landlord must insure and keep insured with insurers or underwriters of repute and through such agency as the Landlord from time to time decides :-

2.1.1 the Building against loss or damage by the Insured Risks in such sum as represents the full reinstatement value thereof together with provision for inflation to cover the period of rebuilding or reinstatement and Value Added Tax which would be payable on any reinstatement costs or such higher amount as the Tenant reasonably requires by notice in writing to the Landlord provided that the Landlord is under no obligation to insure any fixtures or fittings installed by the Tenant which become part of the Premises unless the Tenant first notifies the Landlord in writing of such installation and the Landlord agrees in writing to effect insurance thereof at the Tenant's cost;

2.1.2 the liability of the Landlord arising out of or in connection with any matter involving or relating to the Building

to the extent that such cover may from time to time ordinarily be arranged for buildings of the type or class of the Building and subject to such excesses, exclusions or limitations as such insurer may require.

2.2 In the event of destruction of or damage to the Building by any of the Insured Risks and subject to :-

- 2.2.1 the insurance policy not being vitiated by some act, neglect, default or omission of the Tenant or its subtenants or any of them or its or their respective employees, agents, licensees or visitors; and
- 2.2.2 the Landlord being able to obtain any necessary planning and bye-law consents and any other necessary permits, licences, consents and approvals

the Landlord must cause to lay out the net proceeds received under or by virtue of any such insurance effected by the Landlord (other than monies received in respect of third party liabilities) in rebuilding, repairing and reinstating the Building provided that:-

(a) the Landlord may repair or reinstate the Building with such modifications :

- as are required to comply with any consents, permits, licences or approvals; or
- as reflect modern building practice; or
- as the Landlord may otherwise reasonably require

so long as the accommodation and facilities provided for the Tenant are reasonably equivalent to those hereby demised.

(b) if this Lease is frustrated or if the rebuilding or reinstatement of the Building proves impossible or is prevented by reason of the refusal of any planning consent or any other permit, licence, consent or approval necessary to execute such rebuilding or reinstatement then the insurance monies received by the Landlord shall be held by the Landlord in trust for the Landlord the Tenant and the tenants of the Other Apartments and all superior landlords in proportion to the value of their respective interests in the Building such proportion in the absence of agreement to be determined under the provisions of the Arbitration Act 1996.

2.3 The Landlord must :-

- 2.3.1 use reasonable endeavours to procure that the interest of the Tenant and any mortgagee of the Tenant is noted on the policy or policies of insurance effected hereunder;
- 2.3.2 whenever required (but not more frequently than once in every year) produce to the Tenant the policy or policies of such insurance as is required to be effected hereunder by the Landlord or written evidence thereof and of the terms thereof and the receipt for or evidence of the payment of the last premium therefor;
- 2.3.3 notify the Tenant of any change in the risk covered by the said policy or policies from time to time.

### 3. Services

- 3.1 Subject to the Tenant paying the Service Charge and complying with all the other covenants and conditions of this Lease the Landlord will provide such of the Services as the Landlord reasonably considers necessary for the proper management of the Building provided that :-
- 3.1.1 the Landlord may at its reasonable discretion from time to time withhold, add to, extend or vary the Services or any of them if the Landlord deems it necessary or desirable to do so for the more efficient management of the Building;
- 3.1.2 in exercising any discretion under this clause the Landlord shall have regard to the views of the majority of the owners of all the Apartments;
- 3.1.3 the Landlord shall not be liable to the Tenant in respect of any failure or interruption in any of the Services by reason of the breakdown or necessary maintenance, repair, cleaning or replacement of any apparatus or shortage of materials, fuel or labour or strikes or any other cause beyond the Landlord's control so long as the Landlord continues to use all reasonable endeavours to restore the Services;
- 3.1.4 the Landlord shall be entitled to delegate the management of the Building to the Residents Association.
- 3.2 The Landlord shall not be held personally responsible for any damage caused by any defects or want of repair to the Retained Parts or any part thereof unless such matters are reasonably apparent by visual inspection or until notice in writing of any such defect or want of repair has been served on the Landlord and the Landlord shall have failed to make good or remedy such matter within a reasonable period following receipt of any such notice.
- 3.3 The Landlord shall use all reasonable endeavours to recover the contributions towards the cost of the matters referred to in the Seventh Schedule which may be due from the tenants of any of the Other Apartments.
- 3.4 The Landlord shall ensure that any reserve provision for anticipated expenditure referred to in the Seventh Schedule shall be kept in a separate trust fund account and any interest on or income of the said fund shall be held by the Landlord in trust for the tenants of the Apartments and shall only be applied in connection with the matters detailed in the Seventh Schedule.

4. **Mutual Covenants**

The leases of the Other Apartments contain or will contain covenants on the part of the various tenants to observe the like obligations in the terms or substantially in the terms as are contained in Part 2 of the Fourth Schedule as appropriate to each Apartment.

5. **Enforcement**

If reasonably required in writing by the Tenant for the reasonable protection of the Premises to enforce or assist the Tenant in enforcing the covenants referred to in Part 2 of the Fourth Schedule and entered into or to be entered into by a tenant of any one or more of the Other Apartments provided that:

- 5.1 the Tenant shall indemnify the Landlord against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Landlord may reasonably require;
- 5.2 the Landlord shall not be obliged to issue legal proceedings unless Counsel has advised in writing that such proceedings are more likely to succeed than fail.

6. **Management Company**

- 6.1 Within six months after the grant of leases of all Apartments at capital values for terms substantially equivalent to the Term to transfer its reversionary interest in the Building to the Management Company for the sum of one pound;
- 6.2 Until completion of the transfer of the reversionary interest in the Building to the Management Company to procure that the Management Company is administered in a proper and professional manner including compliance with all statutory requirements and if the Management Company is struck off the register of companies to take such steps as are reasonably necessary to procure the restoration of the Management Company to such register.

7. **Void Apartments**

To contribute a sum equivalent to the Service Charge (or appropriate proportion thereof) in respect of any Apartment in respect of which a lease (at capital values for a term substantially equivalent to the Term) has not been granted as if the Landlord were the tenant of such Apartment.

**Sixth Schedule (Matters to which this Lease is subject)**

All matters contained or referred to in the Land Registry Title Number GR108210 at the date hereof.

**Seventh Schedule (Service Charge)**

**Part 1 - Calculation of the Service Charge**

1 In this Schedule the following expressions have the following meanings :-

**"Accountant"**: a qualified accountant within the meaning of s28 Landlord and Tenant Act 1985;

**"Annual Expenditure"**: all reasonable costs, expenses and outgoings properly incurred by the Landlord in or incidental to providing all or any of the Services and all sums incurred by the Landlord in relation to the items set out in Part 3 of this Schedule including Value Added

Tax thereon and such reserve provision for anticipated expenditure in respect of the Services or the items set out in this Schedule as it is reasonable for the Landlord to make;

**"Maintaining"**: includes inspecting, cleansing, decorating, repairing, repointing, renewing, amending, altering, rebuilding, replacing and (where appropriate) resurfacing and in each such case at such times and to such standard as the Landlord reasonably considers appropriate;

**"Service Charge"**: the Building Proportion of Annual Expenditure in respect of the Services;

**"Service Charge Period"**: the period of twelve months ending on the [ ] in any year or such other period as the Landlord may at its discretion from time to time determine and notify in writing to the Tenant.

2 The Tenant shall if demanded pay in advance and on account of the Service Charge by equal quarterly payments on each of the usual quarter days the amount which the Landlord or the Landlord's Surveyor may from time to time reasonably and fairly estimate as being the amount of the Service Charge for any Service Charge Period the first such payment to be made on the date of this Lease being an apportioned sum in respect of the period from the date of this Lease (or if earlier the date on which the Tenant first occupied the Premises) until the next quarter day.

3 The Landlord shall as soon as convenient after the end of each Service Charge Period prepare or cause to be prepared an accurate account :-

3.1 showing and summarising the Annual Expenditure and the Service Charge payable by the Tenant in respect of that Service Charge Period; and

3.2 giving due credit for any payment made by the Tenant under paragraphs 2 and 5 of this Schedule

and upon such account being certified by the Accountant (acting fairly, impartially and professionally) the same shall in the absence of manifest error be final and binding on the Tenant and thereafter any amount or balance shown in such account as being due from the Tenant shall be payable by the Tenant to the Landlord upon demand.

4 If the Service Charge for any Service Charge Period shall :-

4.1 exceed the payments in advance and on account thereof under paragraphs 2 and 5 of this Schedule the excess shall be due to the Landlord on demand; or

4.2 be less than such payments the overpayment shall be credited to the Tenant against the next quarterly payment of the Service Charge.

5 If the Landlord at any time:-

- reasonably incurs expenditure in providing any of the Services; or

- reasonably proposes to provide any of the Services

and if and to the extent that the proportion payable by the Tenant under this Lease of :-

- such expenditure; or

- the Landlord's Surveyor's reasonable and fair estimate of the likely amount of such expenditure

is :-

- not capable of being met out of the payments made by or due from the Tenant during the current Service Charge Period; or
- of an amount materially greater than has been allowed for in arriving at the estimated amount of the Service Charge referred to in paragraph 2 above

then if so demanded at any time the Tenant shall pay such proportion aforesaid to the Landlord on demand.

- 6 6.1 If at any time during the Term :-
- 6.1.1 the total property enjoying or capable of enjoying the benefit of any of the Services is varied on a permanent basis; or
  - 6.1.2 if it is otherwise equitable to do so
- the Building Proportion may at the instigation of the Landlord be varied with effect from the end of the then current Service Charge Period.
- 6.2 Such variation shall in the absence of agreement between the parties be determined by the Accountant as a fair and reasonable variation reflecting the event(s) in question.
- 7 The Service Charge is deemed to accrue on a day to day basis in order to ascertain the yearly rates thereof and for the purpose of apportionment in respect of any periods of other than one year.
- 8 If the Landlord makes any change to a Service Charge Period such adjustments and apportionments shall be made as are fair and reasonable for the purpose of computing the Service Charge.
- 9 The provisions of this Schedule shall continue to apply notwithstanding the expiry or sooner determination of this Lease in respect of any Service Charge Period then current.

## **Part 2 - Services**

- 1 **The Building Services:**
- 1 Maintaining the Retained Parts.
  - 2 Maintaining and insuring all apparatus, plant, machinery and equipment within the Retained Parts.
  - 3 Maintaining all Service Media comprised within the Retained Parts.
  - 4 Insuring the Building and third party liabilities (except those elements covered by paragraphs 2 and 3 of this Part of the Schedule) in accordance with the Landlord's covenant at paragraph 2 of the Fifth Schedule.
  - 5 Providing and Maintaining fire alarms, smoke detectors and fire prevention and fire fighting apparatus.
  - 6 Providing and Maintaining and cultivating any plants, shrubs, trees, landscaped areas and ornamental features.

- 7 Providing and Maintaining cycle storage, lighting appliances, rubbish bins or receptacles, signs, notices and similar articles.
- 8 Collecting and disposing of refuse.
- 9 Providing and Maintaining signage and marking to the Retained Parts.
- 10 Providing and Maintaining:
  - a communal electronic security door entry system;
  - communal post facilities on the ground floor of the Building;
  - communal television reception facilities;
  - security and surveillance equipment; and
  - two cars for communal use by the Tenants.
- 11 Providing and Maintaining adequate heating and lighting to the halls, passages, landings and stairs of the Building.
- 12 Providing and Maintaining a Swift Wind Turbine on the front of the Building at an output of at least 1.5 KWp
- 13 Any other services relating to the Building or any part of it provided by the Landlord from time to time during the Term and not expressly mentioned herein.

**Part 3 - Additional Expenditure (applicable to all previous parts of this Schedule)**

- 1 The proper fees (including Value Added Tax and disbursements) of :-
  - 1.1 The Landlord's Surveyor or any other person or firm employed by the Landlord in connection with the management and administration of the Building;
  - 1.2 any person or firm employed by the Landlord to perform the Landlord's obligations under this Lease.
- 2 The reasonable fees of the Landlord in performing any of the functions or obligations referred to in paragraph 1.
- 3 The cost of supplying water, electricity, gas or other fuel or telephones or other communication facilities for the provision of the Services.
- 4 The cost of and incidental to complying with or objecting to the requirements of any Act of Parliament or any government department, local authority or other public or competent authority or court of competent jurisdiction.
- 5 All existing and future taxes, rates, water rates, charges, duties, assessments, impositions and other outgoings payable by the Landlord in respect of the Building (excluding the Premises and any other part of the Building that is let or intended for letting and excluding taxes imposed on the Landlord in respect of its capital interest in or dealings by the Landlord with its interest in the Building or any part thereof).

- 6 The cost of employing such staff as the Landlord deems necessary for the proper performance of the Services and all other incidental expenditure relating to such employment.
- 7 The cost of preparing and of auditing accounts and certificates relating to the calculation of the Annual Expenditure and Service Charge referred to in this Schedule.
- 8 The costs of maintaining a bank account and any interest or other charges properly incurred by the Landlord in providing funds to defray expenditure in advance of recovery of the Service Charge from the Tenant and the service charges payable by the tenants of the Other Apartments.
- 9 The cost of all premiums for effecting insurance:
  - 9.1 under this Lease including any increased premium payable by reason of any act or omission of the Tenant and any excess payable in the event of a claim; and
  - 9.2 in respect of any risks for which the Landlord may be liable as an employer of persons engaged in performing the Services.
- 10 The preparation at reasonable intervals of valuations of the Building for insurance purposes.
- 11 Any costs properly incurred by the Landlord in bringing or defending any action or proceedings in respect of the Building (or any part of it) or the tenant of any Other Apartment in so far as the same is not the liability of any individual tenant.
- 12 The cost of appointing independent contractors and professionals and taking out contracts for the provision of the Services and maintenance contracts for the inspection, repair, maintenance and servicing of any apparatus, plant or equipment.
- 13 The expenses of and incidental to the running and administration of the Management Company whether or not the Management Company is also the Landlord.
- 14 The cost of undertaking health and safety inspections, audits and assessments in respect of the Building.
- 15 Any other expenditure reasonably and properly incurred in relation to the Landlord's obligations under this Lease.

### **Eighth Schedule (Provisos)**

#### **1. Re-entry**

- 1.1 Notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to the Landlord if and whenever during the Term :-
  - 1.1.1 the Rents or any of them or any part thereof are unpaid for thirty days after becoming payable (whether formally demanded or not); or
  - 1.1.2 any covenant or obligation on the Tenant's part or condition contained herein is not performed or observed

then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon the Term shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any breach, non-observance or non-

performance of any of the Tenant's covenants or any conditions contained in this Lease.

1.2 If the Tenant assigns or charges this Lease as security to a bank building society or other lending institution ("**Lender**") which has notified the Landlord in writing of its interest in this Lease:

1.2.1 the Landlord will not serve any notice to forfeit this Lease without first giving to such Lender at least three months' notice in writing specifying the basis upon which the right to forfeit has arisen; and

1.2.2 if during the three month period referred to in paragraph 1.2.1 such Lender procures that the breach which gave rise to the right to forfeit is made good or provides the Landlord with an undertaking that it will be made good within a further three month period then the Landlord will not exercise its right to forfeit this Lease in respect of the breach or event identified in the notice referred to in paragraph 1.2.1.

## 2. **Covenants**

Subject to paragraphs 4 and 5 of the Fifth Schedule nothing herein contained or implied shall be construed as entitling the Tenant to require that all or any of the covenants herein contained shall be imposed upon or enforced by the Landlord in respect of any Other Apartment or Neighbouring Property.

## 3. **Exclusion of implied rights**

Nothing herein contained operates expressly or impliedly to confer upon or grant to the Tenant any easement, right, privilege, liberty or advantage other than those expressly granted by this Lease and the Tenant shall not during the Term acquire or become entitled to any new or additional rights or easements over any Neighbouring Property.

## 4. **Disputes**

In case of disputes between the Tenant or an occupier of the Premises and any other tenant or occupier of any part of the Building, such dispute shall be resolved using the following disputes resolution procedure ("**Disputes Resolution Procedure**"):

4.1 The Disputes Resolution Procedure should be partly informed by "NVC" (Non Violent Communication methodology as developed by Marshall Rosenberg)

4.2 In the case of a dispute each disputee appoints a "Buddy", i.e. a friend or a representative. The disputees and Buddies will then meet together. The Buddies outline the case just referring to the facts. Both sides are encouraged to understand the others' position. If necessary the Buddies could meet without the disputees. If one disputee does not recognise that there is a dispute or declines to meet, the other disputee should still appoint a Buddy and take independent advice.

4.3 If the Buddy system does not resolve the dispute to the satisfaction of both disputees, the dispute will be referred to the Disputes Committee as outlined in clause 4.4 below.

4.4 The "Disputes Committee" shall comprise 5 members, 3 of whom will sit to consider a dispute. The 5 members are chosen by the Residents' Association or as a last resort by the Landlord. The members should ideally be non-residents who are supportive of

cohousing communities. They should be able to meet at short notice and be aware of NVC or have had relevant disputes resolution training.

4.5 The decision of the Disputes Committee, acting reasonably, shall be final and binding.

5. **No restrictions on Neighbouring Property**

Nothing herein contained or implied imposes or is deemed to impose any restriction on the use of any neighbouring or adjoining property or gives the Tenant the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant, agreement or condition entered into by any purchaser from or by any lessee or occupier of the Landlord in respect of any neighbouring or adjoining property aforesaid or to prevent or restrict in any way the development of any neighbouring or adjoining property.

6. **Perpetuity period**

The rights hereby granted and reserved shall only take effect insofar as they are ascertained within the Perpetuity Period.

7. **Service of notices**

Any demand or notice required or authorised to be given or served hereunder will be sufficiently served if addressed to the appropriate party or parties and left at or sent through the first class post by pre-paid letter to the last known place or places of abode or as the case may be registered office or offices of such party or parties in England or in the case of the Tenant the Premises. Any demand or notice sent by post in accordance with the terms of this clause shall be conclusively treated as having been given or served two working days after posting.

8. **Contracts (Rights of Third Parties) Act 1999**

Other than tenants for the time being of the Other Apartments a person who is not a party to this Lease may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

9. **Trust**

(Where the first named Tenant is more than one person) the first named Tenant declares that they shall hold the Premises upon trust to sell the same and to hold the net proceeds of sale and the net income thereof in trust for themselves as [joint tenants][tenants in common].

**Ninth Schedule (Deed of Covenant)**

**THIS DEED** is made the \_\_\_\_\_ day of \_\_\_\_\_ 200

**BETWEEN**

- (1) The Tenant of \_\_\_\_\_
- (2) The Landlord of \_\_\_\_\_

**WHEREAS**

This Deed is supplemental to a Lease ("the Lease") of which details are set out in the Schedule

By a Transfer dated \_\_\_\_\_ between \_\_\_\_\_ (1) the Tenant (2) the Tenant became entitled to the residue unexpired of the term of years granted by the Lease subject to the payment of the rent and other monies thereby reserved and performance and observance of the covenants on the part of the tenant contained in the Lease subject to the payment of the rent and other monies thereby reserved and performance and observance of the covenants on the part of the tenant contained in the Lease

**NOW THIS DEED WITNESSES** that in consideration of these premises the Tenant **HEREBY COVENANTS** with the Landlord to (a) pay the rent and other monies reserved by the Lease and to observe and perform the covenants conditions and agreements on the part of the tenant therein contained throughout the remaining term of the Lease (b) not to assign the Lease without first obtaining a deed of covenant from the assignee in a form similar to this deed (c) to comply with the Principles of Co-Housing referred to in the Lease

**IN WITNESS** whereof the Tenant has executed this Deed the day and year first before written

Signed as a deed and delivered by [ \_\_\_\_\_ ] [no seal required] in the presence of \_\_\_\_\_

Witness:

Signature .....

Name .....

Address .....

.....

Occupation .....

**Schedule**

A lease dated [ ] between (1) and [ ] (2) for the  
Premises described in the lease as [ ]

Signed as a deed and  
delivered by [                    ]  
in the presence of

[no seal required]

Witness:

Signature .....

Name .....

Address .....

.....

Occupation .....

Signed as a deed and  
delivered by [                    ]  
in the presence of

[no seal required]

Witness:

Signature .....

Name .....

Address .....

.....

Occupation .....

