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SEQ40

DATED

25th November

2011

THE CITY COUNCIL OF BRISTOL  
acting at the direction of BOVIS HOMES LIMITED (1)

and

F.A.

<sup>L</sup>  
DAVEY THURWELL and MICHELLE JESSIE RAEBURN (2)  
<sup>^</sup>

and

BUTTERFIELDS MANAGEMENT COMPANY LIMITED (3)

LEASE

of

Plot 239 Butterfields Horfield, Bristol Avon BS7 0XU



COPY

Legal Department  
Bovis Homes Limited  
Cleeve Hall  
Bishops Cleeve  
Cheltenham  
GL52 8GD

13 Dec 11

Foot Anstey

LR1. Date of lease

25th November 2011

LR2. Title number (s)

LR2.1 Landlord's title number (s) BL81785

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord THE CITY COUNCIL OF BRISTOL of The Council House College Green Bristol BS1 5TR

FA.

Tenant DAVEY THURWELL and MICHELLE JESSIE RAEBURN of 114 Radnor Road Horfield Bristol

Other parties BOVIS HOMES LIMITED (Company Registration Number 397634) of The Manor House North Ash Road New Ash Green Longfield Kent DA3 8HQ

Developer

BUTTERFIELDS MANAGEMENT COMPANY LIMITED (Company Registration Number 7230460) The Maltings Hyde Hall Farm Sandon Hertfordshire SG9 0RU

Management Company

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail

Plot 239 Butterfields intended to be known as Number 20 Inkerman Close Horfield, Bristol Avon BS7 0XU (the Property being referred to in clause 8 of the Particulars and more particularly described in the First Schedule to this lease)

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003

	LR5.2	This lease is made under, or by reference to, provisions of:
LR6.	Term for which the Property is leased	The term is as follows:  999 years from the 1st January 2010
LR7.	Premium	£148,000.00
LR8.	Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions
LR9.	Rights of acquisition etc.	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land  LR9.2 Tenant's covenant to (or offer to) surrender this lease  LR9.3 Landlord's contractual rights to acquire this lease
LR10	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	
LR11	Easements	LR11.1 Easements granted by this lease for the benefit of the Property  As set out in the Second Schedule to this lease  LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property  As set out in the Third Schedule and in Part 2 of the Ninth Schedule to this lease
LR12	Estate rentcharge burdening the Property	

LR13 Application for standard form of restriction

The parties to this lease apply to enter the following standard form of restriction against the title of the Property:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Butterfields Management Company Limited of The Maltings Hyde Hall Farm Sandon Hertfordshire SG9 0RU or its conveyancer that the provisions of paragraph 17 of the Fourth Schedule to the registered lease have been complied with"

LR14 Declaration of trust where there is more than one person comprising the Tenant

~~The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants~~

OR

The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares

OR

~~The Tenant is more than one person. They are to hold the Property on trust (complete as necessary)~~

H.M. LAND REGISTRY

LAND REGISTRATION ACT 2002

TITLE NUMBER BL81785

PROPERTY Plot 239 Butterfields

PARTICULARS

1. Landlord: THE CITY COUNCIL OF BRISTOL of The Council House College Green Bristol BS1 5TR acting at the direction of the Developer and includes the person for the time being entitled to the reversion immediately expectant upon the term granted by this lease.
- FA. 2.. Tenant: DAVEY THURWELL and MICHELLE JESSIE RAEBURN of 114 Radnor Road Horfield Bristol and includes the person for the time being entitled to the term hereby granted and where the Tenant is more than one person all covenants and agreements on the part of the Tenant herein contained shall be deemed to have been made jointly and severally by all such persons constituting the Tenant.
3. Management Company: BUTTERFIELDS MANAGEMENT COMPANY LIMITED (Company Registration Number 7230460) whose registered office is at The Maltings Hyde Hall Farm Sandon Hertfordshire SG9 0RU
4. Developer: BOVIS HOMES LIMITED (Company Registration Number 397634) whose registered office is at The Manor House North Ash Road New Ash Green Longfield Kent DA3 8HQ
5. Undertaker: WESSEX WATER SERVICES LIMITED whose registered office is at Claverton Down Road Bath BA2 7WW and its successors in title
6. Premium: the consideration expressed in an agreement made between the Developer and the Tenant
7. Term: 999 years from the 1st January 2010
8. Demised Premises: Plot 239 Butterfields intended to be known as Number 20 Inkerman Close Horfield, Bristol Avon BS7 0XU (the Demised Premises being edged red on the Plan and more particularly described in the First Schedule)
9. Ground Rent: £200.00 per annum adjusted pursuant to the provisions of Clause 10 hereof

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## WHEREAS:

- (1) The Landlord has at the direction of the Developer previously granted leases of or intends hereafter to grant leases of the Apartments (other than the Demised Premises) forming part of the Buildings as separate and distinct properties and the Landlord has in every such lease imposed and intends in every future lease to impose the obligations set out in the Fourth and the Seventh Schedules to the intent 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 form set out in the Fourth Schedule
- (2) The Landlord has at the direction of the Developer agreed to grant to the Tenant a lease of the Demised Premises for the consideration at the rent and on the terms and conditions set out in this lease and the Management Company has agreed to join in this lease
- (3) The Management Company has been incorporated for the purposes of (inter alia) managing and maintaining the Common Parts

## 1. MEANINGS

In this lease and its schedules the following words and phrases shall have the following meanings:

- 1.1 'Accessways' means the part of the Development which is for the purpose of identification only shown coloured purple and (at ground floor level only) the land coloured yellow hatched purple (if any) on the Plan and any entrances halls staircases landings or corridors within the Buildings now or hereafter constructed within the Development
- 1.2 'Apartments' means the self-contained apartments within the Buildings
- 1.3 'Apparatus' means the foul and/or surface water sewers and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within the Protected Strip
- 1.4 'the Buildings' means the buildings erected on the Development
- 1.5 'Common Parts' means the main structures of the Buildings, the external areas, the Estate Service Installations and all other parts of the Development other than the Demised Premises and the corresponding parts of the other lettable parts of the Buildings as more particularly described in part two of the Seventh Schedule
- 1.6 'Covenants' means the covenants set out in part one of the Ninth Schedule
- 1.7 'Development' means the land comprised in the Title Number referred to above and the buildings and works thereon
- 1.8 'Dominant Tenement' means the undertaking of the Undertaker within its area as particularised in the Undertaker's "Instrument of Appointment" as a sewerage undertaker and taking effect under the Water Act 1989 and the properties and rights forming part thereof
- 1.9 'Estate' means all or any part of the land now or formerly registered under the above title
- 1.10 'Estate Roads' means the roads and footpaths now or hereafter constructed within the land comprised in the Estate and intended to be maintained at public expense
- 1.11 'Estate Service Installations' means all drains channels sewers pipes wires cables conduits aerials tanks watercourses gutters soakaways and other conducting media whatsoever and any structures incidental to the user thereof (and all other apparatus for the supply of water gas electricity telephone or television signals) now or hereafter within the Exercise Period constructed excluding such service installations exclusively serving the Demised Premises
- 1.12 'Exercise Period' means the period of eighty years from the 1st January 2010
- 1.13 'Index' means the Retail Price (All items) Index published by the office for National Statistics or any official publication substituted therefor or any other index substituted therefor in accordance with the provisions of sub-clause 9.2 hereof
- 1.14 'Interest' means interest at the rate of four per cent per annum above the base rate (or such other rate replacing the same by reference to which Barclays Bank plc or such other clearing bank as

- hereinafter provided determines its rate of interest) of Barclays Bank plc (or such other London clearing bank as the Management Company may nominate) prevailing from time to time
- 1.15 'Leases' means any leases granted or to be granted by the Landlord of the Apartments at the Development
- 1.16 'Legend' means the Legend on the Plan
- 1.17 'Particulars' means the particulars specified on the front sheet of this lease
- 1.18 'Plan' means the plan or plans annexed to this lease
- 1.19 'Protected Area' means the area designated by the Relevant Authorities within which Estate Service Installations are sited and identified by the Legend
- 1.20 'Protected Strip' means the strip of land (if any) identified by the Legend and unless the contrary shall be stipulated or be clear from the Plan the strip of land shall lie one half to each side of the centreline of the Apparatus
- 1.21 'Relevant Authorities' means the local authority cable television drainage electricity gas telecommunications and water companies and any other relevant authority company or body
- 1.22 'Review Dates' means (subject to the provisions of clause 10.4 hereof) the fifth anniversary of the date of commencement of the Term and each successive fifth anniversary thereafter
- 1.23 'Rights' means the rights set out in part two of the Ninth Schedule

## 2. DEMISE

IN pursuance of the said agreement and in consideration of the premium specified in clause 6 of the Particulars now paid by the Tenant to the Developer (the receipt whereof is hereby acknowledged by the Developer) and of the rents and covenants on the part of the Tenant hereinafter reserved and contained THE LANDLORD with full title guarantee (except that the covenant set out in section 3[1] of the Law of Property [Miscellaneous Provisions] Act 1994 does not extend to any charge incumbrance or other right which the Landlord does not know about) HEREBY DEMISES unto the Tenant ALL AND SINGULAR the Demised Premises TOGETHER WITH the rights set out in the Second Schedule TO HOLD the same unto the Tenant for the Term specified in clause 7 of the Particulars SUBJECT TO the rights set out in the Third Schedule (which so far as not already affecting the Landlord's estate in the Demised Premises are hereby excepted and reserved from this demise) and to the covenants on the parts of the Tenant hereinafter contained PAYING the Ground Rent yearly AND also PAYING on demand by way of further rent the service charges more particularly described in part one of the Seventh Schedule

## 3. THE TENANT COVENANTS

- 3.1 THE Tenant for the mutual protection of the Landlord the Developer and of the Management Company and also of the registered proprietors of other parts of the Buildings (for the benefit of the Estate and each and every part thereof and with the intention of binding the Demised Premises) HEREBY COVENANTS with the Landlord the Developer and the Management Company:
- 3.1.1 to observe and perform the obligations on the part of the Tenant set out in the Fourth and Seventh Schedules
- 3.1.2 that the Tenant will immediately following execution of this Lease:
- 3.1.2.1 (at the expense of the Tenant) forthwith upon or simultaneously with registration of this lease take all such steps as may from time to time be necessary (including the payment of any fee and the making of any application to the Chief Land Registrar) to register or procure the registration in the proprietorship register of the title to the Property of a restriction in the terms set out in Clause 11 hereof
- 3.1.2.2 apply to become a Member of the Management Company in accordance with its Articles of Association and upon becoming a Member will continue to be so whilst he remains as a Tenant and agrees that execution of this Lease may be treated as an application for membership of the Management Company
- 3.1.2.2 comply with all the provisions of the Management Company's Memorandum and Articles of Association at all times

- 3.1.2.4 comply with and make every endeavour to ensure that all persons living in or visiting the Demised Premises or using any part of the Estate shall comply with all such regulations as the Management Company shall from time to time make in respect of the Management Land or for the general convenience of the Other Owners (the Management Company having the power to vary or add to such regulations from time to time as it thinks fit)

3.2 That the Tenant will at the request of the Developer at any time with the Exercise Period:

3.2.1 grant or procure the grant to the Landlord or the Developer or to any of the Relevant Authorities of a legal easement in whatever form might be required by the Developer or such Relevant Authorities and

3.2.2 enter into whether singly or jointly with the Landlord the Developer or otherwise an agreement or agreements with the Relevant Authorities for the adoption dedication or transfer of the Estate Roads or Estate Service Installations intended by the Developer to be adopted

3.3 The Tenant to the intent that the burden of this covenant will run with the Protected Strip and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the Apparatus and undertaking of the Undertaker and each and every part thereof capable of being so benefited or protected hereby covenants with the Undertaker to observe and perform the Covenants

#### 4. THE LANDLORD COVENANTS

THE Landlord relying on the covenants on the part of the Tenant set out in this lease HEREBY COVENANTS with the Tenant to observe and perform the obligations on the part of the Landlord set out in the Fifth Schedule

#### 5. THE DEVELOPER'S PERSONAL COVENANTS

The Developer HEREBY COVENANTS with the Tenant to lay construct and thereafter maintain to the satisfaction of the Relevant Authorities until adoption the Estate Roads and sewers (but only those sewers to be maintained at public expense) within the Estate which serve the Demised Premises and to indemnify the Tenant from and against all actions proceedings costs claims and demands in respect thereof

#### 6. THE MANAGEMENT COMPANY COVENANTS

THE Management Company relying on the covenants on the part of the Tenant set out in this lease HEREBY COVENANTS with the Landlord and the Developer and as a separate covenant with the Tenant to observe and perform the obligations on the part of the Management Company set out in the Seventh Schedule and in particular (but without prejudice to the generality of the foregoing) to carry out the works and provide the services set out in part two thereof so far as they are relevant to and capable of benefiting the Demised Premises

#### 7. THE MANAGEMENT COMPANY RIGHTS

THE Landlord at the direction of the Developer HEREBY GRANTS to the Management Company such rights of entry onto the Demised Premises and access and egress on over and through the other parts of the Development as are necessary for the Management Company to carry out its obligations set out in this lease

## 8. THE UNDERTAKER RIGHTS

Subject to the Tenant complying with his obligations hereunder and to the Undertaker making good so far as is reasonably practicable or paying proper compensation for any damage not made good and to the Undertaker indemnifying the Tenant from and against all rates taxes impositions and outgoings of an annual or recurring nature claims demands proceedings damages losses costs charges and expenses arising out of the exercise of the Rights the Tenant hereby grants with full title guarantee the Rights to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof

## 9. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:

- 9.1 that if any rent hereby reserved or any part thereof shall be unpaid for twenty one days next after the same shall have become due (whether the same shall have been lawfully demanded or not) or if any covenant by the Tenant or condition herein contained shall not be performed or observed by the Tenant then and in any such case it shall be lawful for the Landlord or any person or persons authorised by it in that behalf at any time thereafter to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach or non-observance by the Tenant of the covenants or conditions herein contained
- 9.2 that the Management Company shall be entitled by giving written notice to the Tenant to vary the Tenant's Proportion from time to time as a consequence of any alteration or addition to the Buildings or any alteration in the arrangements for provision of services therein or any other relevant circumstances and any such variation in the Tenant's Proportion shall take effect from such date as the Management Company may specify in such written notice having regard to the date of occurrence of the reason for such variation
- 9.3 The Developer shall not in any way be bound by the layout or general scheme of the development of the Estate as may be shown on any plans prepared for the Estate and may alter the layout or scheme of development as it deems fit and extend development to land adjoining the Estate including (but without prejudice to the generality of the foregoing) the Developer may vary the extent and/or shape of the Accessways and/or the Estate Roads or any part or parts thereof provided that any such variation shall not unreasonably interfere with the use and enjoyment of the Property by the Tenant
- 9.4 that all the said Schedules are imported into the operative part of this lease
- 9.5 that in the event of the Demised Premises or any part thereof at any time during the said term being so damaged or destroyed by fire or any of the other risks insured against by the Management Company as to be unfit for habitation and use then the rents hereby reserved according to the nature and extent of the damage sustained shall be reduced on an equitable basis until the Demised Premises shall again be rendered fit for habitation and use
- 9.6 that all the rights and obligations of the Landlord the Developer and the Tenant respectively under this lease shall be incident to and devolve with the legal reversion immediately expectant on the Term specified in clause 7 of the Particulars and with the leasehold interest created by this lease and shall accordingly be enjoyed and performed by the person in whom such reversion and leasehold interest respectively shall for the time being be vested
- 9.7 section 196 of the Law of Property Act 1925 shall apply to any notice demand or other instrument authorised to be served hereunder and any notice served by the Landlord shall be sufficiently served by any agent of the Landlord

## 10 GROUND RENT REVIEW

- 10.1 The Ground Rent hereby reserved shall on each of the Review Dates be adjusted either upwards or downwards (but subject to the Ground Rent never falling below the actual amount of the yearly rent specified in the definition of Ground Rent in the particulars hereof) by reference to any percentage change in the Index between:
- 10.1.1 (in relation to the first of the Review Dates) the figure published immediately prior to the date of commencement of the Term and the figure published immediately prior to the first Review Date and
  - 10.1.2 (in relation to each of the subsequent Review Dates) by reference to any percentage change in the Index between the figure published immediately prior to the previous Review Date and the figure published immediately prior to the Review Date in question
- 10.2 In the event of the Index ceasing to be published or if for any other reason it becomes impossible to apply it then the Landlord and the Tenant shall agree a suitable alternative index for the purpose of this Clause
- 10.3 If the reference base used to compile the Index shall change at any time during this Lease the figure shown in the relevant Index after the change shall be the figure which would have been shown in the relevant Index if the reference base had not changed
- 10.4 If on any of the Review Dates there shall be in force legislation which:
- 10.4.1 prevents restricts or modifies any revision or increase in the Ground Rent (or the Landlord's right to receive the same) pursuant to the provisions of this Lease or
  - 10.4.2 prohibits or restricts (as a result of the amount of the increased Ground Rent that would otherwise be payable):
    - 10.4.2.1 the charging of any premium on an assignment or transfer of this Lease or
    - 10.4.2.2 the right of the Landlord to receive the Ground Rent provided for herein or to enforce the covenants herein contained on the part of the Tenant
- then the Review Date affected thereby shall be postponed until the expiration of three months from the date upon which such prevention restriction or modification is removed relaxed or modified and the Landlord shall then be entitled to recover any resulting increase in the Ground Rent with effect from the postponed Review Date as shall then be permitted by law Provided That nothing herein shall be construed as varying any subsequent Review Date
- 10.5 If the revised Ground Rent has not been ascertained pursuant to the foregoing provisions on the relevant Review Date:
- 10.5.1 the Tenant shall continue to make payments at a rate equal to the Ground Rent payable immediately before the relevant Review Date (such payments being on account of the revised Ground Rent to be ascertained) and
  - 10.5.2 on the date for payment of Ground Rent next following the ascertainment of the new Ground Rent the amount payable by the Tenant to the Landlord by way of rent shall be increased or decreased to reflect the amounts which would have been payable if the revision of the Ground Rent had been ascertained on the relevant Review Date and no interest shall be payable on any additional amount provided the same is paid within seven days of such date
- 10.6 Any dispute as to the amount of any adjustment to the Ground Rent by reference to the Index pursuant to Clause 10.1 or in relation to any Index to be used in the circumstances set out in Clause 10.2 or any postponement of a Review Date pursuant to Clause 10.5 shall be referred by any of the parties thereto to the determination and awards of a Surveyor to be chosen by the said parties (or in default of agreement to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors) whose determination and award shall be final and binding on the Tenant and the other party or parties to the dispute and whose fees and expenses shall be borne by the Tenant and the other party or parties to the dispute in such proportions as the said Surveyor shall determine

## 11. LAND REGISTRY RESTRICTION

- 11.1 THE parties to this lease hereby apply to the Chief Land Registrar for the following entry to be noted in the proprietorship register of the title to this lease:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Butterfields Management Company Limited of The Maltings Hyde Hall Farm Sandon Hertfordshire SG9 0RU or by its conveyancer that the provisions of paragraph 17 of the Fourth Schedule to the registered lease have been complied with"

- 11.2 The Tenant hereby covenants with the Landlord and as a separate covenant with the Management Company that the Tenant will (at the expense of the Tenant) forthwith upon or simultaneously with registration of title to this lease take all such steps as may from time to time be necessary (including the payment of any fee and the making of any application to the Chief Land Registrar) to register or procure the registration in the proprietorship register of the title to this lease of a restriction in the terms set out in Clause 11.1

### THE FIRST SCHEDULE: The Demised Premises

The property referred to in clause 8 of the Particulars including:

1. the floor and ceiling finishes (but not any other part) of the floor joists or slabs and the ceiling joists or slabs that bound the Demised Premises
2. the interior finishes of the walls that bound the Demised Premises
3. the inner half severed medially of any internal non-load bearing walls that divide the Demised Premises from another part of the Buildings
4. the whole of any internal non-load bearing walls wholly comprised in the Demised Premises
5. any doors and windows and their frames at the Demised Premises including for the avoidance of any doubt any door to the Demised Premises from another part of the Buildings
6. all other internal parts of the Demised Premises not specifically mentioned in this lease excluding any service media which does not exclusively serve the Demised Premises
7. any service media exclusively serving the Demised Premises

### THE SECOND SCHEDULE: Rights included in the demise

Subject to the Tenant paying the service charges more particularly described in the Seventh Schedule:

1. the right for the Tenant and all persons authorised by the Tenant in common with all other persons having a similar right:
  - 1.1 to pass with or without vehicles over the Estate Roads
  - 1.2 so far as is necessary to gain access to and egress from the Demised Premises to pass with or without vehicles (but in a quiet and peaceful manner so as not to cause any nuisance or annoyance to any of the occupiers of other parts of the Buildings or of the Estate) over the Accessways but on foot only over those parts of the Accessways intended only for pedestrian use
  - 1.3 to use the Estate Service Installations for the passage of water sewage gas electricity telephone or television signals and other services
  - 1.4 to use:



- 1.4.1 (subject to a space being available and on a first come first served basis) one only of the car parking spaces (if any) identified on the Plan as being allocated for the use of (inter alia) the Demised Premises only for the parking of a private motor vehicle taxed insured and in roadworthy condition and not for any other purpose whatsoever (including but without prejudice to the generality of the foregoing not repairing or maintaining any motor vehicle thereon)
  - 1.4.2 the bin store (if any) identified on the Plan as being allocated for the use of (inter alia) the Demised Premises only for the proper and temporary storage of refuse and/or waste pending the collection thereof for disposal by the Relevant Authorities such refuse and/or waste to be contained and/or stored in such manner and in such receptacles as safeguards the health and safety of all users of the bin store and as might from time to time be required by the Relevant Authorities
  - 1.4.3 (subject to space being available) the cycle store (if any) identified on the Plan as being allocated for the use of (inter alia) the Demised Premises only for the purpose of storing a bicycle or bicycles belonging to the Tenant and for no other purpose whatsoever
  - 1.5 to use any facilities or other things not otherwise mentioned provided for the common use of the Tenant and all other persons having a similar right
  - 1.6 to retain in place any part of the Demised Premises which overhang or protrude into any other part of the Development
  - 1.7 to have the Demised Premises supported sheltered and protected by all other parts of the Development and the Buildings
  - 1.8 to enter upon such other parts of the Development (other than the site of any electricity substation or similar installation) as are necessary at all reasonable times upon reasonable notice in writing (except in the case of an emergency when no notice will be required) for the purposes of inspecting maintaining repairing and renewing the Demised Premises and the service media exclusively serving the Demised Premises
2. The exclusive right for the Tenant to use the car parking space or spaces (if any) shown and numbered 239 on the Plan only for the parking of a private motor vehicle taxed insured and in roadworthy condition and not for any other purpose whatsoever (including but without prejudice to the generality of the foregoing not repairing or maintaining any motor vehicle thereon) but the right is reserved to the Developer to vary the location within the Estate of any such car parking space or spaces if in the absolute discretion of the Developer it becomes necessary or desirable to do so

#### THE THIRD SCHEDULE: Rights to which the demise is subject

- 1. The rights (which so far as not already created are hereby reserved) of the Landlord the Developer and other the registered proprietors from time to time of any part of the Development and all persons authorised by them:
  - 1.1 to use the Estate Service Installations in the Demised Premises for the passage of water sewage gas electricity telephone or television signals and other services
  - 1.2 to retain in place any parts of the Estate which overhang or protrude into the Demised Premises
  - 1.3 to have all parts of the Estate supported sheltered and protected by the Demised Premises
  - 1.4 to enter upon the Demised Premises at all reasonable times upon reasonable notice in writing (except in cases of emergency when no notice shall be required) so far as may be necessary:

- 1.4.1 to repair any part of (and to prevent any damage to) the Buildings or any other part of the Estate or the adjoining or contiguous premises and to make repair maintain rebuild cleanse and to lay down maintain repair and test all Estate Service Installations;
- 1.4.2 to view and examine the state and condition of the Demised Premises
- 1.4.3 to make good all defects decays and wants of repair of which notice in writing shall be given by the Landlord or the Management Company to the Tenant and for which the Tenant may be liable hereunder within two months after the giving of such notice
- 1.5 so far as is necessary to gain access to and egress from any other part of the Estate to pass with or without vehicles over the Accessways but on foot only over those parts of the Accessways intended only for pedestrian use
- 2. The rights of the Management Company more particularly referred to in clause 7 of this lease
- 3. The right of the Developer to vary the extent and/or shape of the Accessways and/or the Estate Roads or any part or parts thereof provided that any such variation shall not unreasonably interfere with the use and enjoyment of the Property by the Tenant

#### THE FOURTH SCHEDULE: Covenants by the Tenant

##### 1. Ground rent

To pay the Ground Rent specified in clause 9 of the Particulars on 1st January in each year.

##### 2. Rates taxes and Vat

To pay and to indemnify the Landlord the Developer and the Management Company against:

- 2.1 all rates taxes assessments charges duties impositions and other outgoings whatsoever which are now or during the Term shall be assessed charged or imposed upon the Demised Premises or upon the owner or occupier of them
- 2.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of this lease or in respect of any payment made by the Landlord the Developer or the Management Company where the Tenant agrees in this lease to reimburse them

##### 3. Interest

To pay Interest on all rent or other sums payable by the Tenant which are in arrears and unpaid for more than fourteen days after the same shall become due and payable under this lease whether formally demanded or not

##### 4. Service indemnity

To keep the Landlord the Developer and the Management Company indemnified in respect of any charges for water electricity and gas or other services payable in respect of the Demised Premises such sums to be repaid to the Landlord the Developer or the Management Company on demand

##### 5. Repair

To repair and keep the Demised Premises and all additions and improvements in good and substantial repair order and condition at all times during the Term including the renewal and replacement forthwith of all worn or damaged parts but so that the Tenant shall not be liable for any damage which may be caused by any of the risks covered by the insurance referred to in paragraph 6 of part two of the Seventh Schedule



(unless such insurance shall be wholly or partially vitiated by any act or default of the Tenant or of any member of the family employee or visitor of the Tenant or other such occupiers) or for any work for which the Management Company may be expressly liable under the covenants on the part of the Management Company hereinafter contained

**6. Decorate**

As often as may be necessary and at least once in every fifth year and in the last year of the term to paint with two coats of the best quality paint and in a proper and workmanlike manner all the internal wood metal stone and other work of the Demised Premises which usually are or ought to be painted and at the time of every inside painting to decorate and colour all such parts of the inside of the Demised Premises as are usually or ought to be so dealt with and to paper with paper of suitable quality such parts thereof as are usually papered

**7. Clean windows**

To clean all the interior and exterior surfaces of all windows of the Demised Premises as often as is reasonably necessary

**8. Permit access**

To permit the Landlord the Developer the Management Company and others authorised by them with or without workmen and others at all reasonable times on notice (except in case of emergency when no notice shall be required) to enter into and upon the Demised Premises or any part thereof for the following purposes namely:

- 8.1 to repair any part of (and to prevent any damage to) the Buildings or any other part of the Development or the adjoining or contiguous premises and to make repair maintain rebuild cleanse and to lay down maintain repair and test all Estate Service Installations and for similar purposes the Landlord the Developer the Management Company or other persons exercising such right (as the case may be) doing no unnecessary damage and making good all damage occasioned thereby to the Demised Premises
- 8.2 to view and examine the state and condition of the Demised Premises
- 8.3 to make good all defects decays and wants of repair of which notice in writing shall be given by the Landlord the Developer or the Management Company to the Tenant and for which the Tenant may be liable hereunder within two months after the giving of such notice

**9. Insurance**

- 9.1 Not to insure the Demised Premises against any risks covered by the Management Company nor to do or omit to do anything which may make void or voidable any policy or policies of insurance of the Buildings or the contents of any other of the Apartments or which may cause any increased premium to be payable or reduce the amount payable on claims under any such policy or policies
- 9.2 Not to do or permit or suffer any act or omission which may render any increased or extra premium payable for the insurance of the Development or any part thereof or which may make void or voidable any such insurance or the insurance of the premises adjoining the Development and so far as the Tenant is liable hereunder to comply in all respects with the reasonable requirements of the insurer with which the Development or any part thereof may for the time being be insured and to make good to the Management Company all loss or damage sustained by the Management Company consequent on any breach of this clause

**10. Sections 146 and 147**

To pay all costs charges and expenses (including legal costs and fees payable to a surveyor) incurred by the Landlord in or in contemplation of any proceedings or the service of any notice under sections 146 and 147 of The Law of Property Act 1925 including the reasonable costs charges and expenses aforesaid of and incidental to the inspection of the Demised Premises the drawing up of schedules of dilapidations and

notices and any inspection to ascertain whether any notice has been complied with and such costs charges and expenses shall be paid whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by the Court.

#### 11. Use

- 11.1 To use the Demised Premises as a single private dwelling (and for the avoidance of doubt but without prejudice to the generality of the foregoing not to occupy or permit the Demised Premises to be occupied in any manner as would fall within the definition of a house in multiple occupancy set out in the Housing Act 2004)
- 11.2 To use the garage (if any) which forms part of the Demised Premises only for the parking of a private motor vehicle and not for any other purpose whatsoever
- 11.3 To use the car parking space (if any) shown and numbered 239 on the Plan for the parking of a private motor vehicle taxed insured and in roadworthy condition and not for any other purpose whatsoever (including but without prejudice to the generality of the foregoing not repairing or maintaining any motor vehicle thereon)
- 11.4 Not to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 1990 or any enactments amending or replacing it and to keep the Landlord the Developer and the Management Company indemnified against all claims demands and liabilities in respect of any such contravention.

#### 12. Compliance with regulations

To comply with and make every endeavour to ensure that all persons living in or visiting the Demised Premises or using any part of the Development shall comply with all such regulations as the Management Company shall from time to time make for the preservation of the amenities of the Development or for the general convenience of the occupiers of the Buildings (the Management Company having the power to vary or add to such regulations from time to time as it thinks fit).

#### 13. Notices

To deliver to the Landlord and the Developer forthwith a copy of every notice or other documents of whatever description affecting or likely to affect the Demised Premises or any part thereof received by the Tenant from any authority or person whatsoever and without delay to take all necessary steps to comply with the notice direction or order and at the request of the Landlord or the Developer but at the cost of the Tenant to make or join in with the Landlord or the Developer in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord or the Developer shall deem expedient.

#### 14. Installations and alterations

- 14.1 Not to erect on or affix to or install or place or cause or permit to be erected affixed installed or placed any external television or other aerial or satellite dish on or at the Demised Premises or any part of the Buildings;
- 14.2 Not to make any structural alteration to the Demised Premises or to erect on or affix to the Demised Premises any hoarding advertisement or notice or to erect on the Demised Premises or any part thereof any building or other such structure (whether permanent or temporary) whatsoever or to alter the colour of the exterior of the Demised Premises.

#### 15. Obstruction etc

- 15.1 Not to interfere with or obstruct the Management Company or its agents or contractors in the performance of its or their duties from time to time at the Estate
- 15.2 Not to obstruct the Accessways or any other part of the Development nor (except only in the exercise of the rights set out in clauses 1.4.1 and 2 of the Second Schedule) to allow any vehicle cycle pram or other things or other goods or packages to be placed or remain thereon

- 15.3 Not to carry out nor allow to be carried out work on any vehicle on any part of the Development
- 15.4 Not to abandon any vehicle on any part of the Estate and in the event of any breach of this covenant it shall be lawful for the Landlord the Developer or the Management Company without prejudice to their respective rights under this lease to arrange for the removal of the abandoned vehicle and to recover from the Tenant any costs incurred
- 15.5 Not to wilfully damage any part of the Estate and in the event of any breach of this covenant it shall be lawful for the Landlord the Developer or the Management Company to arrange for the repair of the damage and to recover from the Tenant any costs incurred

#### 16. Service charge

To pay to the Management Company an Interim Charge a Service Charge and where applicable a Supplemental Interim Charge in accordance with the provisions of the Seventh Schedule to this lease

#### 17. Conditions on alienation

- 17.1 Not to transfer the Demised Premises without contemporaneously with such transfer requiring the transferee to enter into a deed of covenant with the Management Company in the form set out in the Eighth Schedule
- 17.2 To ensure that whenever the title to this lease devolves on any successor in title of the Tenant such successor shall contemporaneously enter into a deed of covenant with the Management Company in the form set out in the Eighth Schedule
- 17.3 Not to assign transfer underlet or otherwise part with possession of part only of the Demised Premises
- 17.4 To give to the Landlord the Developer and the Management Company notice of every dealing with or underletting or transmission of the legal estate in the Demised Premises including all mortgages or legal charges of the Demised Premises within twenty one days after the same shall occur and to pay to each of the Landlord the Developer and the Management Company such reasonable registration fees (but being not less than £50.00) and any VAT properly chargeable thereon as the Landlord the Developer and the Management Company respectively shall from time to time determine.

#### 18. Nuisance and annoyance

- 18.1 Not to do or omit to be done on the Demised Premises any act matter or thing which may be or become a nuisance annoyance or disturbance or inconvenience to the Landlord the Developer the Management Company or any of the occupiers of the Apartments and in particular not to use any unsuppressed electrical equipment or appliance at the Demised Premises and not to sing or use any musical instrument broadcasting receiving or sound reproductive equipment so as to cause annoyance to the other occupants of the Apartments or so as to be audible outside the Demised Premises between the hours of 11pm and 8am;
- 18.2 Not to hang or expose for drying any clothes or other articles outside the Demised Premises
- 18.3 Not to permit or suffer the storage of refuse or waste on the Accessways or any other part of the Development outside the Demised Premises except on the refuse collection day allotted by the Relevant Authorities from time to time
- 18.4 Not to keep on the Demised Premises any dog cat or other animal without the Management Company's consent which consent can be withdrawn where the permitted animal causes nuisance or annoyance to any of the other occupants of the Apartments;
- 18.5 Not to lay in any part of the Demised Premises above ground floor level any floor covering other than carpets with a good quality underlay or a floor covering of such other material which has at least the same soundproofing characteristics thereof save that:
  - 18.5.1 the Tenant may instead lay linoleum or similar such floor covering in the kitchen and bathroom of the Demised Premises and
  - 18.5.2 this requirement shall not apply to any part of the Demised Premises which is immediately above any garage cycle store or bin store which forms part of the Buildings

#### 19. Indemnity

To observe and perform (by way of indemnity only) the covenants and restrictions referred to in the Charges Register of the Title Number referred to above so far as the same relate to and affect the Demised Premises and to indemnify the Landlord and the Developer from and against all costs claims and demands arising upon any breach by the Tenant of such covenants and restrictions so far as aforesaid

#### THE FIFTH SCHEDULE: Covenants on the part of the Landlord

##### 1. Quiet enjoyment

To allow the Tenant (subject to his complying with the terms of this lease) to hold and enjoy the Demised Premises throughout the Term without any interruption from the Landlord.

##### 2. Lease uniformity

That every lease of each of the Apartments granted by the Landlord at the direction of the Developer shall contain covenants by the Tenant substantially in the terms of those on the Tenant's part contained in this lease.

##### 3. Enforcement of covenants

At the written request of the Tenant to enforce by all means reasonably available to the Landlord covenants in terms similar to those contained in clause 3 and the Fourth and Seventh Schedules of this lease entered into by the tenants of the other Apartments PROVIDED that:

- 3.1 the Landlord shall not be required to incur or to continue to incur any legal or other costs or expenses under this clause unless and until such security as to such legal or other costs or expenses as the Landlord in its absolute discretion may from time to time require shall have been given by the persons requesting action and the Tenant has paid the rent and all other payments reserved by this lease and performed and observed all of the Tenant's covenants contained in this lease;
- 3.2 the Landlord may in its absolute discretion before taking any action under this clause require the person requesting such action at his own expense to obtain for the Landlord from Counsel to be nominated by the Landlord advice in writing as to the merits of any contemplated action in respect of the allegations made and the Landlord shall not be bound to take action unless Counsel advises that action should be taken and is likely to succeed;
- 3.3 the Tenant shall on demand indemnify the Landlord against all costs and expenses incurred by the Landlord under this clause

##### 4. Management Company's obligations

In the event that the Management Company fails to discharge its obligations under this Lease the Landlord shall forthwith discharge the same subject to the Tenant indemnifying the Landlord in advance against all costs incurred in so doing.

#### THE SIXTH SCHEDULE: The service costs

The Service Costs of any Accounting Period are all the expenditure, liabilities and overheads (including Value Added Tax to the extent to which it is not recoverable by the Management Company as input tax) paid or incurred by or on behalf of the Management Company during or in respect of that Accounting Period of and incidental to:

1. the carrying out of the works and the provision of the services specified in the Seventh Schedule at the Development

2. the carrying out of such other works at the Development and the provision of such other services to the occupiers of the Apartments as the Management Company or its duly authorised agents may from time to time reasonably consider appropriate, necessary or beneficial to those occupiers as a whole;
3. the cost of employing managing agents or other duly authorised agents for the general management and administration of the Development
4. the cost of employing managing or other duly authorised agents, architects, surveyors or other professional persons to arrange and supervise the execution of any works or the provision of any services in or on the Development
5. the cost of keeping the books and records of the expenditure comprised in the Service Costs and of preparing and (if applicable) auditing and certifying the Service Costs and the cost of maintaining the books and records of the Management Company pursuant to the Companies Acts and the cost of preparing and filing returns and accounts thereunder
6. the payment of all existing and future rates, assessments, impositions and outgoings charged or imposed or payable on or in respect of the Buildings as a whole or the Common Parts
7. the payment of all liabilities in respect of the cost of repairing, maintaining, cleansing and renewing any party or other walls, fences and structures and service media, roadways, paths, yards and other things common to the Buildings and other adjacent or neighbouring premises
8. the cost of employing or engaging solicitors, counsel and other professional persons in connection with the management of the Development the administration and collection of the Service Charge payable by the Tenant and by the other tenants in the Buildings
9. the costs of bringing or defending any action or proceedings and making or opposing any application
10. the cost of opposing or making representations in respect of the provisions or requirements of any such notice served by a competent authority in respect of the Buildings or the Common Parts or the Estate Service Installations
11. the cost of opening and maintaining one or more bank accounts and the cost (including interest) of borrowing funds (by loan or overdraft) in order to provide the amounts by which the monies in hand from the Interim Charge and Service Charge actually received from the Tenant and from the other tenants in the Buildings are insufficient to cover the expenditure, liabilities and overheads mentioned above
12. the costs and expenses of any works or services shall (but not by way of limitation) include:
  - 12.1 the wages of any staff employed by the Management Company to arrange them, supervise them, or carry them out including all payments made by the Management Company in respect of any tax on employment or services which has been or may be imposed in respect of any such staff and the Management Company's contributions to the National Insurance of such staff and the cost of provision of pensions for such staff (and where any staff are employed for those functions and also for other functions not falling within the Service Costs, the foregoing costs and expenses shall be fairly apportioned for this purpose)
  - 12.2 the cost (or a fair apportionment, if appropriate) of providing any uniforms, working clothes, tools, appliances, equipment and materials used in connection with those works and services
  - 12.3 the cost of electricity, gas, oil or other fuel used for the works or services
  - 12.4 the cost of leasing or hiring machinery plant and equipment
  - 12.5 the cost of inspections, examinations, surveys and insurance valuations

## THE SEVENTH SCHEDULE

### Part One: Covenants on the part of the Management Company and the Tenant in respect of the Service Charge

The Tenant shall pay to the Management Company a Service Charge (and an Interim Charge on account) in accordance with the following provisions, the purpose of which is to enable the Management Company to recover from the Tenant the Tenant's due proportion of all expenditure, overheads and liabilities which the Management Company may incur in and in connection with carrying out works at the Development and providing present and future services to its occupiers (but not including expenditure on those parts of the Demised Premises which the Tenant is liable to repair and maintain under the terms of this lease and the corresponding parts of the other lettable premises in the Buildings) .

1. In this schedule and throughout this lease the following words and phrases have the following meanings:

- 1.1 'Accounting Date' means the 31st day of December in each year (or such other date as the Management Company may from time to time substitute for that date)
  - 1.2 'Accounting Period' means the period commencing on the day immediately after each Accounting Date and ending on the following Accounting Date
  - 1.3 'Certificate' means a certificate issued under the provisions of clause 4 of this Schedule
  - 1.4 'the Estimate' means an estimate prepared under the provisions of clause 2 of this Schedule
  - 1.5 'Initial Interim Rate' means the Tenant's Proportion of the amount of the Estimate for the Accounting Period ending on the next Accounting Date apportioned for the period commencing on the date of this lease and ending on the next Accounting Date
  - 1.6 'Interim Charge' means the Tenant's Proportion of the amount of the Estimate for each Accounting Period
  - 1.7 'Payment Day' means the day immediately after each Accounting Date
  - 1.8 'Reserve Fund' means a fund that the Management Company may decide to establish in order to meet future expenditure which it expects to incur in maintaining replacing rebuilding or renewing those items which it is obliged or entitled to maintain replace rebuild or renew under the terms of this lease
  - 1.9 'Service Charge' means the Tenant's Proportion of the amount of Service Costs for each Accounting Period
  - 1.10 'Service Costs' means the amounts specified in respect of the matters set out in the Sixth Schedule
  - 1.11 'Supplemental Interim Charge' means the payment mentioned in clause 3.4 of this Schedule
  - 1.12 'Tenant's Proportion' means such reasonable and proper proportion of the amount of Service Costs apportioned according to the extent to which the Demised Premises in the reasonable opinion of the Management Company enjoys the benefit of the matters upon which the Service Costs have been or are to be expended
- 2.1 On or before (or if that shall be impractical then as soon as practicable after) each Accounting Date the Management Company shall prepare an Estimate in writing of the Service Costs which it expects to incur or charge during or in respect of the Accounting Period commencing immediately after that Accounting Date.
- 2.2 The Estimate shall contain a summary of those estimated Service Costs.
- 2.3 Within 14 days after preparation, a copy of each Estimate shall be served by the Management Company on the Tenant together with a statement showing the Interim Charge payable by the Tenant on account of those estimated Service Costs.
- 3.1 The Interim Charge for each Accounting Period (together with Value Added Tax, if payable) shall be paid by the Tenant on the Payment Day for that Accounting Period.
- 3.2 The initial Interim Charge shall be calculated at the Initial Interim Rate and the first payment shall be made on the date of this lease and shall be an apportioned part for the period from the date of this lease until the next Payment Day.
- 3.3 If the Interim Charge for any Accounting Period is not ascertained and notified to the Tenant by the Payment Day in that Period:



- 3.3.1 until 14 days following the ascertainment and notification to him of the new Interim Charge the Tenant shall pay on account a provisional Interim Charge at the rate previously payable;
- 3.3.2 commencing on that fourteenth day following such ascertainment the Tenant shall pay the new Interim Charge and
- 3.3.3 on that fourteenth day the Tenant shall also pay the amount by which the new Interim Charge for the period since the commencement of that Accounting Period exceeds the amount paid on account (but if the amount paid on account exceeds the new Interim Charge for that period the Management Company shall give credit for the overpayment) .
- 3.4 If at any time during an Accounting Period it appears to the Management Company that (whether due to the need arising to incur a cost which was not included in the Estimate, or for any other reason whatsoever) the Interim Charge payable by the Tenant shall be insufficient to meet the Service Charge for that Accounting Period, then the Management Company shall be entitled to serve on the Tenant a demand for a Supplemental Interim Charge of such amount as the Management Company may reasonably specify, accompanied by a written explanation of the reason for it, and the Tenant shall pay the amount demanded within 14 days of service of the demand
- 4.1 The Management Company shall keep proper books and records of the Service Costs and as soon as practicable after each Accounting Date the Management Company shall prepare a Certificate of the Service Costs of the Accounting Period ending on that Accounting Date.
- 4.2 The Certificate shall contain a summary of the Service Costs to which it relates.
- 4.3 The Certificate shall be signed by an accountant or firm of accountants (who shall be qualified as specified in section 28 of the Landlord and Tenant Act 1985) and shall include a certificate by such accountant or accountants that the summary of Service Costs set out in the Certificate is a fair summary and that the Service Costs are sufficiently supported by accounts, receipts and other documents which have been produced to him or them.
- 4.4 Within 14 days of signing, a copy of each Certificate shall be served upon the Tenant together with a statement showing:
  - 4.4.1 the Service Charge payable by the Tenant in respect of the Accounting Period to which the Certificate relates;
  - 4.4.2 the Interim Charge (and Supplemental Interim Charge, if any) paid by the Tenant on account of that Service Charge; and
  - 4.4.3 the amounts (if any) by which the Service Charge exceeds or falls short of the aggregate of the payments received by way of Interim Charge and Supplemental Interim Charge
- 4.5 Within 14 days from the service of each statement under clause 4.4 above, the Tenant shall pay to the Management Company (together with value added tax, if payable) the amounts (if any) by which the stated Service Charge exceeds the Interim Charge stated to have been received on account.
- 4.6 During the two months commencing on the date of service of each Certificate the Tenant or its authorised representative shall be entitled to inspect the books, records, invoices and accounts relating to the Service Costs included in such Certificate during normal office hours at the registered office of the Management Company on the Tenant giving to the Management Company not less than two working days' written request for such inspection .
- 4.7 So far as permitted by law, each Certificate shall be conclusive of the matters, which it purports to certify, and no invalidity of any part of any Certificate shall affect the validity of any other part of the Certificate

## Part Two: The works and services

The works and services referred to in the Sixth Schedule and part one of this Seventh Schedule are:

1. structure (which expression shall include the Buildings or any parts thereof not comprised in any of the Leases)  
maintenance, repair, cleaning, redecoration, replacement, renewal and rebuilding (whenever necessary or desirable) of, and compliance with codes of practice and the requirements of statutes and regulations affecting main structures, roofs, foundations, external walls, party walls and structures, boundary walls, fences and railings, windows, window frames, doors, door frames, balconies and terraces and their surrounds
2. external areas  
maintenance, repair, lighting, cleaning, rebuilding and resurfacing (whenever necessary or desirable) of, and compliance with the requirements of codes of practice and statutes and regulations affecting yards, car parking areas, drives, paths, lightwells and open areas;
3. service media  
maintenance, repair, redecoration, replacement and renewal (whenever necessary or desirable) of, and compliance with codes of practice and the requirements of statutes and regulations affecting drains, effluent treatment plant, sewers, pipes, gutters, wires, tanks, traps, metres, vents, ducts, chutes, manholes, refuse enclosures and sanitary equipment;
4. common parts  
maintenance, repair, redecoration, furnishings, replacement and renewal (whenever necessary or desirable) and lighting, heating and cleaning of, and compliance with codes of practice and the requirements of statutes and regulations affecting entrances, halls, landings, staircases, smoke lobbies, fire escapes, lifts, escalators, toilets, and other parts of the Buildings available for use by the Tenant in common with other occupiers of the Buildings;
5. plant and equipment  
operation, maintenance, repair, redecoration, replacement and renewal (whenever necessary or desirable) of, and compliance with codes of practice and the requirements of statutes and regulations affecting lighting, lift machinery, escalators machinery, boilers, hot water systems, space heating systems, air conditioning and air handling and ventilation systems, fire alarm systems, sprinkler systems, security systems, entry phone systems, internal telephone systems, public address systems, piped music systems, television and radio relay systems and traffic control systems;
6. insurance  
insurance in the joint names of the Landlord the Developer and the Management Company (in such insurance office of repute as is nominated from time to time by the Landlord) at all times during the said term (unless such insurance shall be vitiated by any act or default of the Tenant) to their full re-instatement value of the Buildings against loss or damage by fire, lightning, explosion, earthquake, storm or flood water damage, riot, civil commotion, vandalism, theft, subsidence and/or heave and landslip, aircraft, property-owner's liability, third party liability (including adequate amounts in respect of professional costs) and such other risks as might from time to time be necessary to satisfy the requirements of the Council of Mortgage Lenders' Handbook (England and Wales edition) and in such sum as the Management Company shall from time to time think fit and in the event of the Buildings being damaged or destroyed by any of the said risks as soon as reasonably practicable the laying out of the insurance monies in the repair rebuilding or re-instatement of the Buildings and in the event of the insurance monies being insufficient to make up the deficiency out of its own monies
7. directors' and officers' insurance and employers liability insurance  
insurance of the directors and /or other the officers of the Management Company against third party liability and the cost of bringing or defending proceedings relating to their acts or omissions as officers of the Management Company and insurance in full of the Management Company against its legal liabilities to



its employees in connection with any works carried out at the Development pursuant to any obligations or any enabling provisions contained in this lease and to third parties generally;

8. gardens etc

landscaping, gardening and the provision and cultivation of plants, shrubs and flowers in, and compliance with codes of practice and the requirements of statutes and regulations affecting gardens, landscaped areas, window boxes, entrance halls and other common parts;

PROVIDED that (for the avoidance of doubt) nothing contained in this part two of this Schedule shall:

1. impose on the Management Company any obligation to carry out any works or any services beyond the matters set out in clause 6 of this lease; or
2. extend the Service Costs to include the cost of any works, acts, matters or things to or in respect of any parts of the Demised Premises which the Tenant is liable under the terms of this lease or the corresponding parts of the other lettable parts of the Buildings

THE EIGHTH SCHEDULE: Deed of Covenant:

THIS DEED OF COVENANT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
BETWEEN

(1) BUTTERFIELDS MANAGEMENT COMPANY LIMITED ("the Management Company")

(2) \_\_\_\_\_ ("the Purchaser")

WHEREAS:

1. BY a lease ("the Lease") dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and made between The City Council of Bristol ("the Landlord") (1.1) Bovis Homes Limited (1.2) DAVEY THURWELL and MICHELLE JESSIE RAEBURN ("the Original Purchaser") (2) and the Management Company (3) the Landlord demised Plot 239 Butterfields be known as Number 20 Inkerman Close Horfield, Bristol Avon BS7 0XU ("the Demised Premises") to the Original Purchaser for the term of 999 years from the 1st January 2010 subject as more particularly contained in the Lease and subject to the payment of the rents reserved by and upon the terms and conditions contained in the Lease
2. The Lease contains a covenant by the Original Purchaser not to dispose of the Demised Premises without contemporaneously obtaining the execution of a deed of covenant by the Purchaser with the Management Company in the form of this deed.

NOW THIS DEED WITNESSES as follows:

1. IN this deed unless the context so admits the definitions interpretations agreements and declarations contained in the Lease shall (mutatis mutandis) apply hereto as though they were set out in full in this deed
2. THE Purchaser hereby covenants with the Management Company that as from the date of the transfer to the Purchaser of the Demised Premises the Purchaser will pay the Service Charge the Interim Charge and the Supplemental Interim Charge and all other contributions and payments as provided for in the Lease and observe and perform all the covenants and conditions on the part of the Original Purchaser contained in the Lease
3. THE Purchaser hereby applies to the Management Company to become a member of the Management Company
4. THE parties to this Deed agree that a Restriction in the terms prescribed in Clause 10 of the Lease shall at all times remain on the Registers of the title to the Property and to take all necessary steps including the making of any application to the Chief Land Registrar as may from time to time be necessary to give effect to this clause

SIGNED as a deed etc

## THE NINTH SCHEDULE:

### Part One: The Tenant covenants with the Undertaker


1. Not to use or permit or knowingly suffer to be used the Protected Strip or any adjoining or adjacent land of the Tenant for any purpose which may:
  - 1.1 endanger injure or damage the Apparatus or render access thereto more difficult or expensive
  - 1.2 adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the same
2. Without prejudice to the generality of the foregoing:
  - 2.1 not to erect construct or place within the Protected Strip any building wall or other structure or erection or any work of any kind whether permanent or temporary provided always that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character
  - 2.2 not to withdraw support from the Apparatus or from the Protected Strip
  - 2.3 not to undertake or cause or permit to be undertaken any piling or percussive works within the Protected Strip
  - 2.4 not to alter the ground levels within the Protected Strip
  - 2.5 not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip
  - 2.6 not to construct or lay or cause or permit construction of laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty five degrees formed by the Apparatus and the street road duct or cable provided that this prohibition shall not apply to an existing street road pipe duct or cable
3. To advise any tenant for the time being of the Protected Strip of the existence of the Apparatus and of this deed and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Protected Strip
4. The Undertaker shall have the benefit of the right to enforce these covenants pursuant to The Contracts (Rights of Third Parties) Act 1999

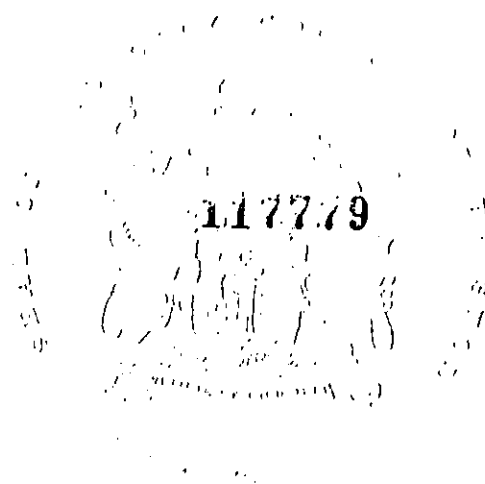
### Part Two: The rights granted by the Tenant to the Undertaker

1. The right of having retaining using inspecting the condition of reconstructing replacing relaying altering maintaining cleansing repairing conducting and managing the Apparatus in through under over or upon the Protected Strip (being the servient tenement) and having and enjoying the free flow and passage of water with or without other matter through any part of the Apparatus as shall be a pipe and (except where the Apparatus is used to convey foul water) to discharge therefrom into any ditch or watercourse within or adjacent to the Protected Strip

2. For the purposes hereof and in particular for the purposes mentioned in 1 (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right at any time and at all times in the day or night time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Protected Strip by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the approval of the Tenant (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Tenant's adjoining land
3. The right of erecting on or near the Protected Strip and maintaining any necessary markers indicating the Protected Strip or the position of the Apparatus provided the same are not erected in such a position as to unreasonably affect the beneficial use of the Demised Premises
4. The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation thereto
5. The right of fencing or severing off such part of the Protected Strip from the adjoining and adjacent land of the Tenant as shall be necessary and for so long as may be necessary during the exercise of the Rights
6. The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Tenant
7. The right in exercising the Rights to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon

EXECUTED AS A DEED (but not delivered until the date hereof) by the affixing of the Common Seal of THE CITY COUNCIL OF BRISTOL in the presence of:

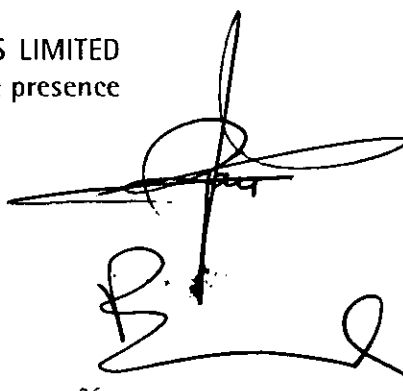
  
Authorised Officer



THE COMMON SEAL of BOVIS HOMES LIMITED was hereunto affixed AS A DEED in the presence of two Authorised Signatories:

Supriya Ray

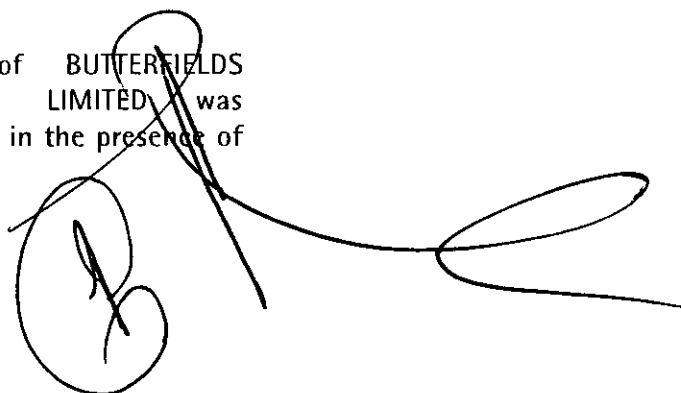
Philip Thompson



THE COMMON SEAL of BUTTERFIELDS  
MANAGEMENT COMPANY LIMITED was  
hereunto affixed AS A DEED in the presence of  
two Authorised Signatories:

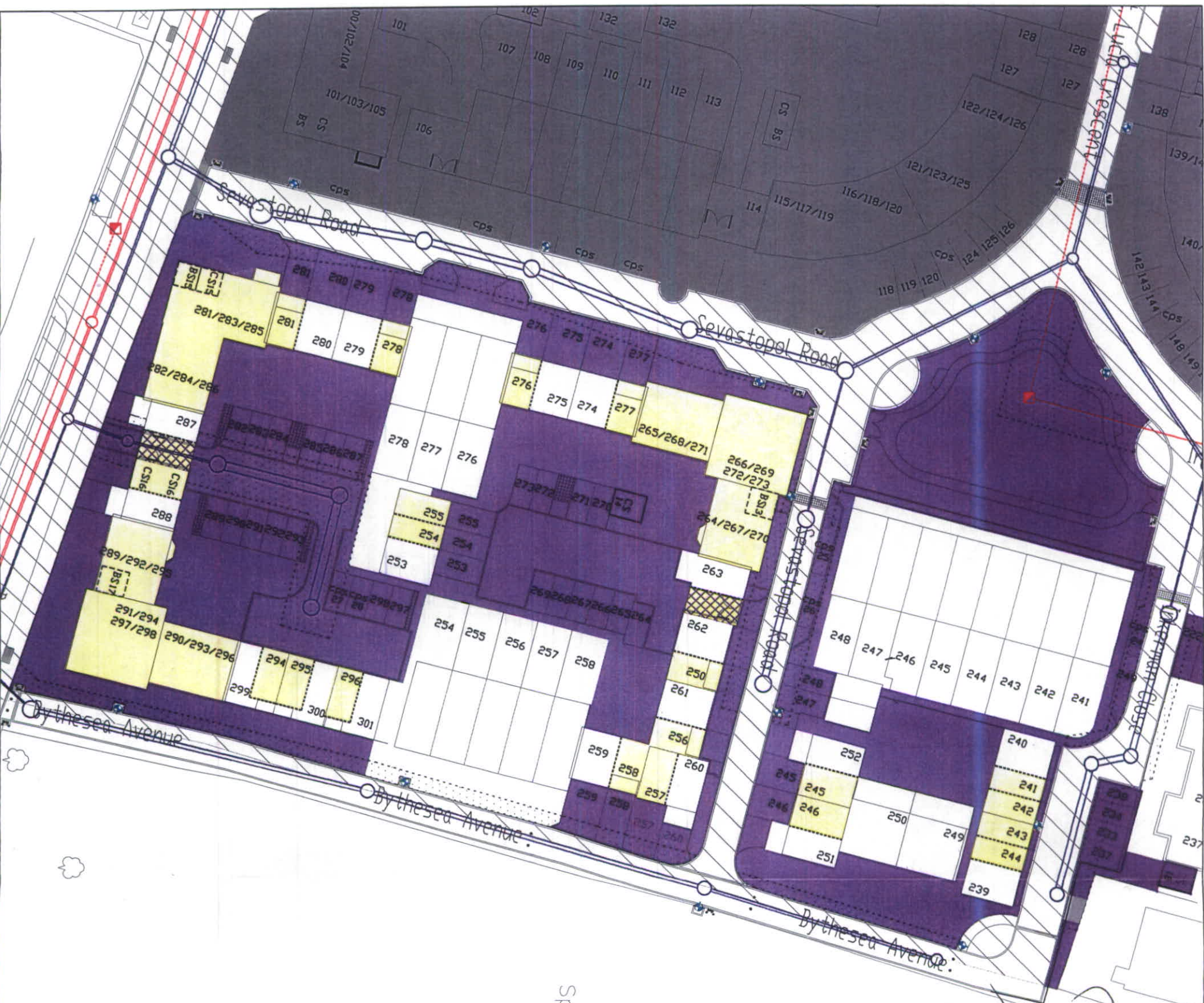
Gail Andrews

Andrew Muscock

A large, stylized handwritten signature in black ink, likely belonging to Gail Andrews, written over the text of the deed.

SIGNED AS A DEED by DAVEY THURWELL and  
MICHELLE JESSIE RAEBURN in the presence of:





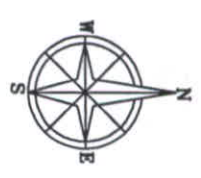
Sports Ground

117780

*Peter Jackson*  
Duty Authorised Officer

243244239
Ground Floor
239
First Floor

ENGINEERING LAYOUTS SHOULD BE USED FOR:  
All adoptable sewer and highway works - position and level  
All private building drainage - position and level  
All private and public works - position and level  
Road markings and road numbers  
Street lighting and other street furniture/signage  
ENGINEERING LAYOUTS SHOULD NOT BE USED FOR:  
Fencing and drive positions or materials  
Private parking spaces or paths  
House types and positions



LEGEND

- Estate Roads / Footpaths
- Protected Strip
- Private Footpath
- Access to Existing Property
- Adopted / Adoptable Foul Sewer
- Adopted / Adoptable Storm Sewer
- Private Street Light
- Adopted Street Light
- Visitor Parking Space
- Bin Store
- BS
- CS
- Cycle Store



Community Parking Space Schedule  
CPS24 - Plots 221 to 230 + 233 to 234 + 237 to 240  
CPS25 - Plots 260 to 273  
CPS26 - Plots 280 to 273

**BOWIS HOMES**  
Bowis Homes Limited  
South West Region  
Bishops Cleeve,  
Cheltenham,  
Gloucestershire, GL50 8GS  
Tel: 01242 682400  
Fax: 01242 682550  
DX 137001 Bishops Cleeve 2

SITE  
**DORIAN ROAD**  
BRISTOL  
Drawing Title  
**TRANSFER PLAN**  
PLOT 239  
Drawing No.  
0043 -  
B  
Scale  
1:500 @ A3  
Date  
JUL 2008  
Checked/Date  
0043 -  
B