

DATED

200

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF HARINGEY**

- to -

**LEASE**

relating to

Head of Legal Services  
London Borough of Haringey  
Alexandra House  
10 Station Road  
Wood Green  
London N22 7TR

Ref: LEG/PRO  
WPre:   
Master Ref: MA60



THIS LEASE made the date stated in the Particulars B E T W E E N

(1) The Landlord specified in the Particulars ("the Corporation") and

(2) The Tenant specified in the Particulars ("the Tenant")

WITNESSES:

1.

**DEFINITIONS**

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

"the Particulars"	The details on the preceding page headed "Particulars"
"the Plans"	The plans mentioned in the Particulars
"the Term"	The term specified in the Particulars which shall include any extension or continuation whether by statute or at common law
"the Termination Date"	The date of expiration or sooner determination of the Term
"the Flat"	The whole and every part of the Flat described in the Particulars including:- <ol style="list-style-type: none"><li>(a) the internal plastered coverings and plaster work of the walls bounding the Flat and</li><li>(b) the internal surface of the doors and door frames and windows fitted in the walls bounding the Flat and</li><li>(c) the internal non structural walls lying within the Flat and</li><li>(d) the plastered coverings and plaster work of the walls and partitions lying within the Flat and the doors and door frames fitted in such walls and partitions and</li><li>(e) the plastered coverings and plaster work of the ceilings and the surfaces of the floors including the whole of the floorboards (if any) Together with the Corporation's fixtures and fittings sanitary apparatus and appurtenances installed therein or affixed thereto Together also with the easements rights and privileges set out in the First Schedule hereto but subject as therein mentioned Excepting and Reserving from the said demise the main structural parts of the Building including the roof foundations and external parts thereof the window frames and the glass in the windows of the Flat but not the interior faces of such part of the external walls as bound the Flat or the rooms therein</li></ol>

2. **INTERPRETATION**

- (1) The details and descriptions appearing in the Particulars shall be included in and form part of the Lease
  - (2) The expression "the Corporation" shall where the context so admits include any superior landlord and likewise the expression "Lease" includes "Underlease"
  - (3) Where the Corporation or any other person exercises any rights to enter the Flat under this Lease unless specifically provided herein to the contrary the person exercising such right shall do so in a reasonable manner and will make good any damage caused to the Flat
  - (4) Any covenant by the Tenant not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done
3. In consideration of the Purchase Price paid by the Tenant to the Corporation (the receipt whereof is hereby acknowledged) and of the rent covenants and conditions hereinafter reserved and contained and on the part of the Tenant to be observed and performed the Corporation hereby demises with full title guarantee unto the Tenant **ALL THAT** the Flat and the garden (if any) included in the Demised Premises

Excepting nevertheless and reserving unto the Corporation the easements rights and privileges set out in the Second Schedule hereto

**TO HOLD** the same unto the Tenant for the Term from and including the Commencement Date of Term (determinable nevertheless as hereinafter provided) paying therefore during the Term the yearly rent specified in the Particulars and the further and additional rent hereinafter mentioned to be paid by equal quarterly payments in advance on the usual quarter days in every year the first payment to be made on the execution hereof and to be for the period from the date hereof to the next quarter day after the date hereof

4. The Tenant hereby covenants with the Corporation as follows:-

- (1) To pay the Rent at the times and in the manner aforesaid without any deduction whatsoever
- (2) To pay to the Corporation without any deduction by way of further and additional rent a proportionate part of the reasonable expenses and outgoings incurred by the Corporation in the improvement repair maintenance renewal and insurance of the Building and the Estate and the provision of services therein and the other heads of expenditure as the same are set out in the Third Schedule hereto such further and additional rent (hereinafter called the "Service Charge") being subject to the terms and provisions set out in the Fourth Schedule hereto Provided that the Tenant shall not be required to contribute to the repair of any structural defect in the Building unless
  - (i) the Tenant was prior to the granting of this Lease notified in writing of its existence or
  - (ii) the Corporation first became aware of the said defect after more than 10

years from the date hereof

- (3) To pay and discharge all general and water rates and other outgoings of an annual or other periodically recurring non-capital nature which are now or may at any time hereafter during the Term be assessed rated charged or imposed upon or payable in respect of the Flat
- (4) From time to time during the Term to pay all costs charges and expenses incurred by the Corporation in abating any nuisance in the Flat and executing all such works as may be necessary for abating any nuisance in the Flat in obedience to a notice serviced by a local authority
- (5) To observe the restrictions and regulations set out in the Fifth Schedule hereto or such other restrictions or regulations as the Corporation may from time to time make and publish
- (6)
  - (a) To pay unto the Corporation all costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Corporation incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 whether incurred in or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court
  - (b) To pay all expenses including solicitors' costs and surveyors fees incurred by the Corporation of and incidental to the service of all notices and schedules relating to wants of repair to the Flat whether the same be served during or after the expiration or sooner determination of the Term and in connection with every application for consent whether the same shall be granted or refused or withdrawn
- (7) Once in every fifth year of the Term and in the last quarter of the last year of the Term (howsoever determined) to paint in a proper and workmanlike manner all the inside wood and ironwork usually painted of the Flat with two good coats of good quality paint and so that such internal painting in the last year of the Term shall be of a tint or colour to be approved by the Corporation And also with every such internal painting to whiten colour wash distemper grain varnish paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the Flat as have been or ought properly to be so treated and so that in the last year of the Term the tints colours and patterns of all such works of internal decoration shall be such as shall be approved by the Corporation
- (8) Throughout the Term and from time to time and at all times to keep the Flat and everything demised hereunder and additions thereto and the Landlord's fixtures and fittings sanitary apparatus and appurtenances installed in or affixed to the Flat and the window glass thereof but excluding any portion thereof which the Corporation covenants to repair under Clause 5(2) hereof with all necessary reparations cleansings and amendments whatsoever well and substantially repaired cleansed maintained and renewed damage by any risk against which the Corporation shall have insured (save where the insurance monies shall be irrecoverable by reason of any act or default of the Tenant his family servants or agents) nevertheless excepted and to replace from time to time all Landlord's

fixtures fittings and appurtenances in the Flat which may be or become beyond repair at any time during or at the expiration or sooner determination of the Term

- (9) In so far only as the works hereinafter in this present sub-clause described become directed or required solely by reason of any breach or non-observance by the Tenant of any covenant or other provisions contained in these presents but not otherwise to execute all such works as are or may under or in pursuance of any Act or Acts of Parliament already or hereafter to be passed be directed or required by any district council local or public authority to be executed at any time during the Term upon or in respect of the Flat whether by the landlord or the tenant thereof and to keep the Corporation indemnified against all claims demands and liability arising thereout
- (10) To permit the Corporation and its respective duly authorised surveyors and agents with or without workmen and others upon giving 48 hours previous notice in writing (except in the case of emergency) at all reasonable times to enter the Flat and take particulars of additional improvements fixtures and fittings thereto or therein and to view and examine the state and condition of the Flat or any part thereof and the reparation of the same and of all defects decays and wants of reparation found in breach of the covenants herein contained and to give notice in writing of any such defects decays or wants of reparation to the Tenant who will with all proper despatch and in any case within three months then next following well and sufficiently repair and amend the Flat accordingly and will pay and discharge on demand all costs charges and expenses (including legal costs and any fees payable to a surveyor incurred by the Corporation and its agents of and incidental to the preparation and service of such last-mentioned notice or of any statutory notice relating to any breach of covenant) **PROVIDED ALWAYS** that in case of any default in the performance by the Tenant of the foregoing covenant and if the same be not in fact remedied within three months after notice requiring the same to be done shall have been given to the Tenant or left at the Flat it shall be lawful for the Corporation (but without prejudice to any other right or remedy) to enter upon the Flat and repair or put in order the same or carry out any such works at the expense of the Tenant in accordance with the covenants and provisions hereof and the costs and expenses thereby incurred by the Corporation and its agents shall be repaid to the Corporation by the Tenant on demand
- (11) to permit the Corporation its duly authorised surveyors or agents with or without workmen and others at all reasonable times upon giving 48 hours previous notice in writing (and in the case of emergency without notice) to enter into and upon the Flat or any part thereof for the purpose of repairing any part of the Building and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in good order and condition all sewers drains channels pipes cables watercourses gutters wires party structures or other conveniences belonging to or serving or used for the Building (without prejudice however to the obligations of the Tenant hereunder with regard thereto) and also for the purpose of laying down maintaining repairing testing disconnecting stopping up or renewing drainage gas and water pipes and electric wires and cables and for similar purposes **PROVIDED** that the Corporation shall make good all damage to the Flat or to the fixtures fittings sanitary apparatus and appurtenances goods or effects installed therein or affixed thereto caused by the carrying out of any work in this present sub-clause mentioned or otherwise referred to

- (12) Not to do so or permit or suffer to be done any act deed matter or thing whatsoever whereby the risk or hazard of the Flat or the Building being destroyed or damaged by fire or other insured risks shall be increased or so as to require an additional premium for insuring the same or which may make void or voidable any policy for such insurance
- (13) Not at any time without the licence in writing of the Corporation first obtained nor except in accordance with plans and specifications previously submitted in triplicate to the Corporation and approved by the Corporation and to its satisfaction to make any alteration or addition whatsoever in or to the Flat either externally or internally or to make any alteration or aperture in the plan external construction height walls timbers elevations or architectural appearance thereof nor to cut or remove the main walls or timbers of the Flat unless for the purpose of repairing and making good any defect therein nor to do or suffer in or upon the Flat any wilful or voluntary waste or spoil
- (14) Not to use the Flat or any part thereof nor allow the same to be used for any illegal or immoral purpose nor to hold therein any sale by auction
- (15) To use and occupy the Flat solely and exclusively as a self-contained residential flat
- (16) Not to exhibit on the outside or in the windows of the Flat any name plate placard or announcement of any description
- (17) Not to do or permit to be done upon or in connection with the Flat or the Building anything which shall be or tend to be a nuisance annoyance or cause of damage to the Corporation or its tenants or any of them or to any neighbouring adjoining or adjacent property or the owner or occupiers thereof
- (18) To keep the floors of the Flat including the passages thereof substantially covered with suitable material for avoiding the transmission of noise
- (19) At all times during the said term to comply in all respects with the provisions and requirements of the Town and Country Planning Acts 1971 to 1990 or any statutory modification or re-enactment thereof for the time being in force and any regulations or orders made thereunder whether as to the permitted use hereunder or otherwise and to indemnify (as well after the expiration of the Term by effluxion of time or otherwise as during its continuance) and to keep the Corporation indemnified against all liability whatsoever including costs and expenses in respect of such matters and forthwith to produce to the Corporation on receipt of notice thereof any notice order or proposal therefore made given or issued to the Tenant by a planning authority under or by virtue of the said Acts affecting or relating to the Flat and at the request and cost of the Corporation to make or join with the Corporation in making every such objection or representation against the same that the Corporation shall deem expedient
- (20) For a period of six months immediately preceding the determination of the Term to permit an inspection at any reasonable time in the day by any person wishing to inspect the Flat and so authorised by the Corporation upon an appointment being made for that purpose

- (21) To make good all damage caused through the act or default of the Tenant or of any servant or agent or visitor of the Tenant (a) to any part of the Building or to the appurtenances or the fixtures and fittings thereof and (b) to any other occupier or tenant of the Building and their licensees and in each case to keep the Corporation indemnified from all claims expenses and demands in respect thereof
- (22) On the expiration or determination of the Term peaceably to yield up unto the Corporation the Flat in a good and tenable state of repair and condition in accordance with the covenants by the Tenant herein contained together with all additions and improvements thereto and all Landlord's fixtures and fittings of every kind now in or upon the Flat or which during the Term may be affixed or fastened to or upon the same all of which shall at the expiration or determination of the Term be left complete with all parts and appurtenances thereof and in proper working order and condition **PROVIDED ALWAYS** that the foregoing covenant shall not apply to any articles held by the Tenant on hire nor to any tenant's fixtures or fittings **PROVIDED** further that the Tenant may from time to time (but only with the previous written consent of the Corporation and subject to any conditions thereby imposed) substitute for any of the Landlord's fixtures and fittings other fixtures and fittings of at least as good a kind and quality as and not less suitable in character nor of less value than those for which they are respectively to be substituted and in any such case the covenant hereinbefore contained shall attach and apply to the things so substituted
- (23) Upon any assignment hereof or subletting or underletting wholly or in part to obtain a direct covenant by the assignee sublessee or underlessee with the Corporation to observe and perform the covenants and conditions of this Lease
- (24) In the case of any instrument operating or purporting to assign transfer lease charge discharge dispose of or affect the Flat or any part thereof or any interest therein or to create assign transfer dispose of or affect any derivative interest in the Term or any charge on the Flat or effecting or occasioning a devolution or transmission of the same respectively by operation of law to leave such instrument (or in the case of a transfer or charge or discharge of a charge of registered land a verified copy thereof) within one calendar month after the date of such instrument or (in the case of a probate of a will or letters of administration) after the date of the grant of the probate or letters of administration as the case may be to leave a true certified copy thereof at the offices of the Borough Solicitor for the time being of the Corporation and to the intent that the same may be registered and to pay to them a fee of £50.00 for each such registration or such larger sum as the Corporation may reasonably require
- (25) If within a period of three years from the date hereof the Tenant assigns or otherwise disposes of his interest hereunder as defined by Section 159 of the Housing Act 1985 he shall on demand by the Corporation repay to the Corporation such sum as is equal to the discount given to him by the Corporation on the purchase price of this Lease but reduced by one-third of that discount for each complete year which has elapsed since the granting of this Lease and before the disposal For the purposes of calculating the amount repayable to the Corporation it is hereby agreed that the amount of discount given by the Corporation to the Tenant on the purchase price was that specified in the Particulars

(26) It is hereby declared that each of the aforesaid covenants shall remain in full force both at law and in equity notwithstanding that the Corporation shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant or similar covenants affecting other adjoining or neighbouring premises for the time being belonging to the Corporation

5. The Corporation hereby covenants with the Tenant as follows:-

- (1) The Tenant paying the rent reserved and performing and so observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the Flat during the Term without any interruption by the Corporation or any person rightfully claiming under or in trust for it
- (2) To maintain repair redecorate renew amend clean repoint paint grain varnish whiten and colour as applicable
  - (a) the structure of the Building and in particular but without prejudice to the generality hereof the roofs foundations external and internal walls (but not the interior surfaces of such part of the external or internal walls as bound the Flat or the rooms therein) and the window frames (but not the interior surfaces thereof) and glass in windows and timbers (including the timbers joists and beams of the floors and ceilings thereof) (but not including the floorboards) chimney stacks gutters and rainwater and soil pipes thereof
  - (b) the sewers drains channels watercourses gas and water pipes electric cables and wires and supply lines in under and upon the Building and the Estate enjoyed or used by the Tenant in common with the owners lessees or occupiers of the other flats
  - (c) the boilers and heating and hot water apparatus (if any) in the Building save and except such (if any) heating apparatus as may be now or hereafter installed in the Flat serving exclusively the Flat and not comprising part of a general heating system serving the entire Building
  - (d) the passenger lifts lift shafts and machinery (if any) enjoyed or used by the Tenant in common with others and
  - (e) the boundary walls and fences of and in the curtilage of the Building
  - (f) the entrances passages landings staircases and other parts of the Building enjoyed or used by the Tenant in common with others

**PROVIDED** that the Corporation shall not be liable to the Tenant for any defect or want of repair hereinbefore mentioned unless the Corporation has had notice thereof

- (3) So far as practicable
  - (a) to keep lighted the passage landings staircases and other parts of the Building enjoyed or used by the Tenant in common with others and
  - (b) to tend keep clean and tidy and generally to maintain the gardens forecourts roadways pathways (if any) used in connection with the

Building and the Estate or adjoining or adjacent thereto being the property of the Corporation

- (4) Provided only that the amenities hereinafter in this sub-clause mentioned are in operation in the Building at the date hereof but not otherwise and subject to the provisions of Clause 6(3) hereof at all times during the Term to supply hot water for domestic purposes to the Flat by means of the boiler and heating installations serving the Building and also from the 1st October to the 30th April inclusive in each year to supply hot water for heating to the radiators fixed in the Flat or other heating media therein so as to maintain a reasonable and normal temperature
  - (5) To insure and keep insured the buildings on the Estate and landlord's fixtures and fittings therein and all appurtenances apparatus and other things thereto belonging against loss or damage by fire tempest flood and such other risks as the Corporation shall deem desirable or expedient in some insurance office or with underwriters of repute And in case of destruction of or damage to the Building or any part thereof from any cause covered by such insurance so as to make the same unfit for occupation and use to lay out all monies received in respect of such insurance (other than for loss of rent and architects' and surveyors' fees) in rebuilding and reinstating the same as soon as reasonably practicable and to make good any deficiency in such insurance money out of its own money
  - (6) That in the event of the Flat being destroyed or so damaged by any insured risk as to be rendered partially or wholly unfit for occupation and use and provided that the insurance effected by the Corporation shall not have been vitiated or payment of the insurance money refused in whole or in part in consequence of some act or default on the part of the Tenant his family servants or agents then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injury sustained shall forthwith cease to be payable until the Flat shall have been restored and reinstated and again rendered fit for occupation and use
  - (7) That the Corporation will require every person to whom the Corporation shall hereafter grant a lease of other flats in the Building to observe and perform such of the restrictions covenants and stipulations contained in this Lease as the Corporation is required to impose by the Housing Act 1985 as amended by the Housing and Planning Act 1986 or some other Act or Order and will at the cost of the Tenant take all reasonable steps to enforce the same
6. It is hereby further agreed
- (1) If the said rents or any part thereof shall be unpaid for twenty-one days next after becoming payable (whether the same shall have been formally demanded or not) or if the Tenant shall not duly perform or observe all the covenants and provisions hereby on the part of the Tenant to be performed or observed then and in any of the said cases and thenceforth it shall be lawful for the Corporation in that behalf to re-enter into or upon the Flat or any part thereof in the name of the whole and to repossess and enjoy the same as if this Lease had not been made but without prejudice to any right of action or remedy of the Corporation in respect of any antecedent breach of any of the covenants by the Tenant herein contained
  - (2) Notwithstanding anything herein contained the Corporation shall be under no greater liability either to parties hereto or to strangers to this contract who may be

permitted to enter or use the Building for accidents happening injuries sustained or for loss of or damage to goods or chattels in the Building the Estate or in any part thereof arising from the negligence of the Corporation or that of any servant or agent of the Corporation or otherwise than the obligation involved in the common duty of care

- (3) Notwithstanding anything herein contained the Corporation shall not be liable to the Tenant nor shall the Tenant have any claim against the Corporation in respect of
  - (a) any interruption in any of the services hereinbefore mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Corporation's control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or labour disputes or
  - (b) any act omission or negligence of any caretaker attendant or other servant of the Corporation in or about the performance or purported performance of any duty relating to the provision of the said services or any of them
- (4) Nothing herein contained shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instrument relating to any other premises belonging to the Corporation or limit or affect the right of the Corporation to deal with the same now or at any time hereafter in any manner which may be thought fit
- (5) In these presents wherever the context admits
  - (i) the expressions "the Corporation" and "the Tenant" shall respectively include their respective successors in title;
  - (ii) words importing the masculine gender include the feminine gender;
  - (iii) words importing the singular number include the plural number;
  - (iv) where two or more persons are included in the expression "the Tenant" the covenants expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally and such persons shall be deemed to hold the property hereby assured as joint tenants legally and beneficially
- (6) For the purpose of service of all notices hereby or by statute authorised to be served the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall be deemed to be incorporated herein All Notices to be served upon the Corporation shall be sent by Recorded Delivery post to the place of business or office for the time being of the Borough Solicitor

7. IT IS HEREBY CERTIFIED that this is an instrument on which Stamp Duty is not chargeable by virtue of the provisions of Section 92 of the Finance Act 2002, and the

transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000.00)

ONE HUNDRED AND FIFTY THOUSAND POUNDS (£150,000.00)

ONE HUNDRED AND TWENTY THOUSAND POUNDS (£120,000.00)

AND that there is no Agreement for Lease to which this Lease gives effect

**IN WITNESS** whereof the Corporation has caused its Common Seal to be hereunto affixed and the Tenant has set his hand the day and year first before written

### **FIRST SCHEDULE**

#### EASEMENTS RIGHTS AND PRIVILEGES INCLUDED IN THIS DEMISE

1. Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or by night to go pass and repass over and along the main entrance of the Building and the common passages landings and staircases thereof and to use the passenger lift (if any) therein and the dustbin enclosures gardens forecourts roadways pathways (if any) on the Estate provided nevertheless that the Tenant shall not cause or permit the obstruction of any common parts of the Building by furniture or otherwise
2. The free and uninterrupted passage and running of water and soil gas and electricity from and to the Flat through the sewers drains channels and watercourses cables pipes and wires which now are or may at any time during the Term be in under or passing through the Building or any part thereof
3. The right of support and protection for the benefit of the Flat as is now enjoyed from the other flats and all other parts of the Building

### **SECOND SCHEDULE**

#### EXCEPTIONS AND RESERVATIONS

There are excepted and reserved out of this demise:

1. To the Corporation
  - (i) Easements rights and privileges over and along and through the Flat equivalent to those set forth in paragraph 2 of the First Schedule
  - (ii) The right at any time hereafter to rebuild alter or use any of the adjoining or neighbouring buildings according to such plans (whether as to height extent or otherwise) together with the right to erect further buildings or structures on the Estate and to enlarge the Estate by the addition of further land with or without buildings and in such manner as shall be approved by the Corporation notwithstanding that the access of light or air to or any other easement for the time being appertaining to or enjoyed with the Flat or any part thereof may be obstructed or interfered with or that the Tenant might otherwise be entitled to object to such rebuilding alteration or user

2. The right of support and protection for the benefit of the other flats and all other parts of the Building as is now enjoyed from the Flat
3. The right at any time hereafter to install and maintain in or upon the Building television and radio receiving aerials electric entry systems or similar apparatus including self locking doors to the main entrances and passages of the Building

### **THIRD SCHEDULE**

THE CORPORATION'S EXPENSES AND OUTGOINGS AND OTHER HEADS OF EXPENDITURE IN RESPECT OF WHICH THE TENANT IS TO PAY A PROPORTIONATE PART BY WAY OF SERVICE CHARGE

#### **PART 1**

##### AS TO THE BUILDING IN WHICH THE FLAT IS SITUATED

All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Corporation (whether in respect of current or future years) in or about the provision of any service or the carrying out of any improvement maintenance repairs renewals reinstatements rebuilding cleansing and decoration to or in relation to the Building and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:-

1. The expenses of improving maintaining repairing redecorating and renewing amending cleaning repointing painting graining varnishing whitening or colouring the Building and all parts thereof and all the appurtenances apparatus and other things thereto belonging and more particularly described in Clause 5(2) hereof
2. The cost of periodically inspecting maintaining overhauling repairing and where necessary replacing the whole of the heating and domestic hot water systems serving the Building and the lifts lift shafts and machinery therein (if any) together with the sewers drains pipes watercourses pumps conduits ducts cisterns tanks radiators valves traps and switches or other conveniences which may belong to or serve the Building
3. The cost of the gas oil electricity or other fuel required for the boiler or boilers supplying the heating and domestic hot water systems serving the Building and the electric current for operating the passenger lifts
4. The cost of insuring and keeping insured throughout the Term the Building and all parts thereof and landlord's fixtures and fittings therein and all the appurtenances apparatus and other things thereto belonging against the insurable risks described in Clause 5(5) hereof and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Corporation shall determine including two years' loss of rent and architects' and surveyors' fees and if the Corporation shall in its absolute discretion so insure the cost of insuring and keeping insured throughout the Term the Building and all parts thereof against the cost of making good structural defects occurring after ten years from the date hereof
5. The cost of employing maintaining and providing accommodation in the Building for a caretaker or caretakers (including the provision of uniforms and boiler suits)

6. The cost of carpeting re-carpeting or providing other floor covering decorating and lighting the passages landings staircases and other parts of the Building enjoyed or used by the Tenant in common with others and of keeping the other parts of the Building used by the Tenant in common as aforesaid and not otherwise specifically referred to in this Schedule in good repair and condition
7. All charges assessments and other outgoings (if any) payable by the Corporation in respect of all parts of the Building (other than income tax)
8. The costs incurred by the Corporation in the management of the Building
9. The cost of installing maintaining repairing and renewing the television and radio receiving aerials electric entry systems or similar apparatus (if any) installed or to be installed in or on the Building and used or capable of being used by the Tenant in common as aforesaid
10. The cost of taking all steps deemed desirable or expedient by the Corporation for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Building for which the Tenant is not directly liable hereunder

## **PART 2**

### AS TO THE ESTATE UPON WHICH THE BUILDING IS SITUATED

All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Corporation (whether in respect of current or future years) in or about the provision of any service or the carrying out of any improvement maintenance repairs renewals reinstatements rebuilding cleansing and decoration to or in relation to the Estate and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:-

1. The costs incurred by the Corporation in the management of the Estate including all fees and costs incurred in respect of the annual certificates and of accounts kept and audits made for the purpose thereof
2. The cost of the expense of making repairing redecorating maintaining improving rebuilding and cleansing all ways roads pavements sewers drains pipes watercourses walls structures fences pumps conduits ducts cisterns tanks radiators valves traps switches or other conveniences which may belong to or be used for the Building in common with other premises on the Estate
3. The upkeep of the gardens forecourts roadways pathways (if any) on the Estate
4. The cost of installing maintaining repairing and renewing the television and radio receiving aerials (if any) installed or to be installed on the Estate and used or capable of being used by the Tenant in common as aforesaid
5. All charges assessments and other outgoings (if any) payable by the Corporation in respect of all parts of the Estate

6. The cost of insuring and keeping insured throughout the Term those parts of the Estate used or capable of being used by the Tenant in common as aforesaid and landlord's fixtures and fittings thereon and all the appurtenances apparatus and other things thereto belonging against the insurable risks described in Clause 5(5) hereof and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Corporation shall determine including two years' loss of rent and architects' and surveyors' fees

#### **FOURTH SCHEDULE**

##### TERMS AND PROVISIONS RELATING TO SERVICE CHARGE

- (a) The amount of the Service Charge shall be ascertained and certified by a certificate (hereinafter called the "Certificate") signed by the Corporation's Director of Corporate Services annually and so soon after the end of the Corporation's financial year as may be practicable and shall relate to such year in the manner hereinafter mentioned
- (b) The expression "the Corporation's financial year" shall mean the period from the 1st April in each year to the 31st March of the next year or such other annual period as the Corporation may in its discretion from time to time determine as being that in which the accounts of the Corporation either generally or relating to the Building shall be made up
- (c) A copy of the Certificate for each such financial year shall be supplied by the Corporation to the Tenant on written request and without charge to the Tenant
- (d) The Certificate shall contain a summary of the Corporation's said expenses and outgoings incurred by the Corporation during the Corporation's financial year to which it relates together with a summary of the relevant details and figures forming the basis of the Service Charge and the Certificate (or a copy thereof duly certified by the person by whom the same was given) shall be conclusive evidence for the purposes hereof of the matters which it purports to certify
- (e) The annual amount of the Service Charge payable by the Tenant as aforesaid shall be calculated as follows:-
- (i) by dividing the aggregate of the said expenses and outgoings incurred by the Corporation in respect of the matters set out in Part 1 of the Third Schedule hereto in the year to which the Certificate relates by the total number of bedrooms plus one room each of all the flats (excluding caretaker's accommodation if any) in the Building the repair maintenance renewal insurance or servicing whereof is charged in such calculation as aforesaid and then multiplying the resultant amount by the number of bedrooms plus one room of the Flat (hereinafter called "the building element")
- (ii) by dividing the aggregate of the said expenses and outgoings incurred by the Corporation in respect of the matters set out in Part 2 of the Third Schedule hereto in the year to which the Certificate relates by the total number of bedrooms plus one room each of all dwelling houses on the Estate and then multiplying the resultant amount by the number of bedrooms plus one room of the Flat (hereinafter called "the estate element") and

- (iii) by adding the building element to the estate element
- (f) The expression "the expenses and outgoings incurred by the Corporation" as hereinbefore used shall be deemed to include not only those expenses outgoings and other expenditure hereinbefore described which has been actually disbursed incurred or made by the Corporation during the year in question but also such reasonable part of all such expenses outgoings and other expenditure hereinbefore described which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the commencement of the Term or otherwise including a sum or sums of money by way of reasonable provisions for anticipated expenditure in respect thereof as the Corporation may in its discretion allocate to the year in question as being fair and reasonable in the circumstances
- (g) The Tenant shall if required by the Corporation with every quarterly payment of rent reserved hereunder pay to the Corporation such sum in advance on account of the Service Charge as the Corporation shall specify at its discretion to be a fair and reasonable interim payment
- (h) As soon as it is practicable after the signature of the Certificate the Corporation shall furnish to the Tenant an account of the Service Charge payable by the Tenant for the year in question due credit being given therein for all interim payments made by the Tenant in respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the Tenant to the Corporation the amount of the Service Charge as aforesaid or any balance found payable or there shall be allowed by the Corporation to the Tenant any amount which may have been overpaid by the Tenant by way of interim payment as the case may require
- (i) It is hereby agreed and declared that the Corporation shall not be entitled to re-enter under the provision in that behalf hereinbefore contained by reason only of non-payment by the Tenant of any such interim payment as aforesaid prior to the signature of the Certificate but nothing in this clause or these presents contained shall disable the Corporation from maintaining an action against the Tenant in respect of non-payment of any such interim payment as aforesaid notwithstanding that the Certificate had not been signed at the time of the proceedings subject nevertheless to proof in such proceedings by the Corporation that the interim payment demanded and unpaid is of a fair and reasonable amount having regard to the prospective Service Charge ultimately payable by the Tenant
- (j) Provided always and notwithstanding anything herein contained it is agreed and declared as follows:-
  - (i) That in regard to the commencement of the Term the Service Charge shall be duly apportioned in respect of the period from the date on which the first payment of rent shall fall due hereunder to the ensuing 31st March and not in respect of the period from the date of commencement of the Term to such ensuing 31st March
  - (ii) That the provisions of paragraph (h) hereof shall continue to apply notwithstanding the expiration or sooner determination of the Term but only in respect of the period down to such expiration or sooner determination of the Term

## **FIFTH SCHEDULE**

### RESTRICTIONS AND REGULATIONS

1. The Tenant shall not store in the Flat quantities of inflammable materials or gases other than may be reasonably required for domestic use and in particular where the Building consists of two or more storeys the Tenant shall not place or keep in the Flat any quantity of inflammable materials or gases stored under pressure
2. The Tenant shall advise the Corporation as soon as possible of any defect in the Flat
3. The Tenant shall not place leave or cause to be placed or left any refuse or rubbish in any common part of the Building or the Estate and the Tenant shall be responsible for cleaning communal landings and passageways adjacent to the Flat
4. The Tenant shall not park any private heavy trade or commercial motor vehicle or caravan in any garden forecourt roadway or pathway adjoining or near to the Building (save only to such extent and subject to such conditions as may be permitted by the Corporation)
5. The Tenant shall comply with and be bound by any special regulations made by the Corporation relating to the user of any baggage or cycle room or store garage or parking lot which shall be published by notice affixed therein or handed to the Tenant or his agent anything left therein shall be at the Tenant's entire risk Any such user by the Tenant shall be a matter of collateral arrangement between the parties and shall not be enjoyed as of right other than that conferred by any such arrangement
6. The Tenant shall ensure that any domestic pet is kept under proper control
7. All further or other rules and regulations made at any time and from time to time by the Corporation in addition to or substitution for the foregoing rules and regulations or any of them which the Corporation may deem necessary or expedient for the safety care or cleanliness of the Building the Estate or any part thereof or for securing the comfort and convenience of all tenants in the Building or on the Estate shall be observed **PROVIDED ALWAYS** that no such further or other rules or regulations may be made hereunder which shall subject the Tenant to any unusual or unreasonable burden

Where the expression "the Flat" includes a garden the following additional restriction and regulations shall apply thereto:-

8. The Tenant shall keep the garden and all trees shrubs and hedging therein in good order and condition and properly tended fed cultivated and pruned or trimmed as appropriate and will use the same only as a garden ancillary to the residential occupation of the Flat and will replace all losses and cultivate the garden and keep the same free from weeds and keep the paths in good order and condition and free from weeds and keep the grass properly mown trimmed and rolled and will not remove or except in the proper course or cultivation and management cut or lop any trees shrubs bushes or hedging
9. The Tenant shall not erect fences exceeding one metre in height and any fences erected by the Tenant shall conform to the general character of the Estate or surrounding neighbourhood
10. The Tenant shall not plant any tree shrub or other perennial plant likely to exceed two metres in height upon maturity

11. The Tenant shall not keep any animals or livestock in the garden nor shall the Tenant allow any animals or livestock to exercise therein other than a pet kept under proper control
12. The Tenant shall not carry out any development as defined by the Town and Country Planning Act 1971 or any statutory modification or re-enactment thereof for the time being in force nor shall the Tenant cause any building or erection to be erected in the garden other than the construction of a path or patio area with a surround or wall not exceeding 12 inches in height
13. The Tenant shall not bring into the garden any motor vehicle caravan or mobile home
14. The Tenant shall not allow any rubbish to accumulate in the garden nor light any fire or incinerator nor keep any compost unit or other device likely to cause a nuisance or annoyance to any adjoining or neighbouring tenants or occupiers

THE COMMON SEAL OF THE MAYOR AND )  
 BURGESSES OF THE LONDON BOROUGH )  
 OF HARINGEY was hereunto affixed )  
 by Order )

Borough Solicitor

SIGNED AS A DEED by the Tenant in )  
 the presence of:- )