

DATED

2019

LEASE

relating to

FLAT 308B STATION ROAD, WESTCLIFE ON SEA, SS0 8DZ

Between

LONG LETTINGS LTD

and

[]

Solomon Taylor & Shaw
3 Coach House Yard
Hampstead High Street
London NW3 1QF
Ref: RG/76524

PRESCRIBED CLAUSES

LR1. Date of lease

2019

LR2. Title number(s)

LR2.1 Landlord's title number(s)

EX224480

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

LONG LETTINGS LTD (company number 10178629) whose registered office is at 47 Bury New Road, Prestwich, Manchester M25 9JY

Tenant

[]

Other parties

None

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.

See the definition of "Demised Premises" in clause 1 **Error! Reference source not found.** of this lease.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.

None.

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

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for the term of **NINETY NINE YEARS YIELDING AND PAYING** therefor during the said term hereby granted the annual rents set forth in the Fourth Schedule hereto in each year free of all deductions and set off whatsoever the first payment being a proportionate part thereof calculated from the date hereof unto the next fixed half-yearly payment day and further **YIELDING AND PAYING** therefor by way of further rent from time to time a fair proportion of the sums that the Lessor may expend in effecting or maintaining the insurance of the Building against loss or damage by fire, storm, tempest and such other risks as the Lessor shall reasonably require including two years loss of rent and professional fees in the full reinstatement value thereof, such rent to be paid without any deduction on demand and if the said rents or any other monies hereinafter referred to properly due to the Lessor remain unpaid for fourteen days whether legally demanded or not the Lessee shall pay interest thereon at the rate of four per centum over the Base Lending Rate of Barclays Bank plc for the time being in force from the due date for payment until the date of actual payment.

2. The Lessee **HEREBY COVENANTS** with the Lessor that the Lessee and all persons deriving Title under him will throughout the said term hereby granted:

- (1) Pay the rent hereby reserved at the times and in the manner aforesaid without any deductions or set off whatsoever.
- (2) Pay and discharge (or in the absence of direct assessment on the Lessee repay to the Lessor a fair proportion of) all rates, taxes, duties, assessments, charges, impositions and outgoing whatsoever whether parliamentary, parochial or of any other description which are now or during the term hereby granted shall be imposed or charged upon the Demised Premises or any part thereof or the Lessors or the Lessee or the owner or occupier in respect thereof.
- (3) At the Lessee's own expense comply in all respects and execute any works as under or by virtue of any Act of Parliament or any statutory instrument or the rules, regulations or bye-laws of any local or other authority for the time being in force are or shall be directed to be necessary to be complied with or executed to, upon or in respect of the Demised Premises or any part thereof whether by the owner, lessor, lessee, tenant or occupier thereof and keep the Lessor indemnified against all costs, claims demands and liabilities in respect of thereof.
- (4) Upon the receipt of any notice, order, requisitions, direction or other thing from any competent authority affecting or likely to affect the Demised Premises or any part thereof whether the same shall be served direct on the Lessee or whether the original or a copy thereof be received from any underlessee or other person whatsoever forthwith deliver to the Lessor a copy of such notice, order, requisitions, direction or other thing and at all times indemnify and keep indemnified the Lessor against any non-performance or non-observance, costs, claims, demands and liabilities in respect of any such notice, order, requisition, direction or other thing.

- (5) Permit the Lessor and/or its agents with or without workmen or others at all reasonable times during the said term upon giving previous notice in writing (except in cases of emergency) to enter into and upon the Demises Premises or any part thereof for the purpose of viewing and examining the state or repair and condition thereof and repair and the Lessee shall within two calendar months after the giving of such notice make good all defects, decays and wants of reparation for which the Lessee is liable hereunder which shall be discovered on any such examination and of which notice in writing shall be given by the Lessor to the Lessee and also during the last seven years of the said term to permit the Lessor and/or its agents with or without workmen or others entry to take a schedule or an inventory of the fixtures and other things to be yielded up at expiration of the said term.
- (6) If the Lessee shall make default in any of the covenants herein contained for or relating to the repair of the Demises Premises it shall be lawful for the Lessor (but without prejudice to the right of re-entry under the Clause 4 hereinafter contained) to enter into and upon the Demised Premises or any part thereof and repair the same at the expense of the Lessee in accordance with the covenants and provisions of these presents and the reasonable expenses for such repairs shall be repaid by the Lessee to the lessor within fourteen days after demand.
- (7) Not at any time during the said term without the licence in writing of the Lessor having first been obtained to make any alteration in the plan or elevation of the Demised Premises or cut, injure or make any alteration in any of the party walls or the principal or bearing walls, timbers or roofs thereof or erect any additional buildings on any part of the Demises Premises.
- (8) (a) Not any time during the said term assign, demise underlet or otherwise part with possession of part only of the Demises Premises (here meaning a portion only and not the whole thereof) and not permit or suffer any such thing to be done as regards part only of the Demised Premises.
- (b) Not assign or underlet for a term exceeding one year or part with possession or occupation of the Demised Premises without the prospective assignee, underlessee or occupant first entering into a Deed of Covenant with the Lessor to perform and observe the covenants herein contained and to pay the rents hereinbefore mentioned and to indemnify and keep the Lessor indemnified in respect of any breach, non-observance or non-performance thereof as if the same were set out in extenso therein.
- (c) Not without the licence in writing of the Lessor having first been obtained assign, underlet, charge or part with possession of the Demised Premises as a whole during the last seven years of the term hereby granted.
- (9) Not do or permit any waste, spoil or destruction to or upon Demised Premises nor to part thereof nor do or permit any act of an illegal or immoral nature or which may be or become a nuisance, damage, annoyance, disturbance or inconvenience to

the Lessor or his lessees, tenants or occupiers of the remainder of the Building or to the neighbourhood or whereby any insurance for the time being hereby effected on the Building may be rendered void or voidable or whereby the rate of premium may be increased.

- (10) Within twenty-eight days after every assignment, underlease, mortgage or other devolution of the Demised Premises give the Lessor's Solicitor notice in writing thereof specifying in such notice the name and address of the assignee, underlessee, mortgagee, personal representative or other person in whom the term or any part thereof may become vested and produce a certified copy of the assignment, transfer, underlease, mortgage, probate, letters of administration or other evidence of devolution at the office of the said Solicitor for registration together with a fee of sixty pounds and any value added or other tax payable in respect of the said fee shall be added to such fee and be paid by the Lessee.
- (11) Pay all reasonable expenses including Solicitors' costs and Surveyors' fees reasonably incurred by the Lessor of and incidental to the service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court and of all notices and schedules relating to wants of repair to the Demises Premises and whether served during or after the expiration or sooner determination of the term hereby granted.
- (12) Not without the consent in writing of the Lessor (such consent not to be unreasonably withheld or delayed) carry out or permit to be carried out on the Demised Premises any development under the Town and Country Planning Acts and not to do or omit or suffer to be done or omitted any act, matter or thing in respect of the Demised Premises such may be required to be done or permitted by the said Acts or which shall contravene the provisions of the said Acts and will at all times hereafter keep the Lessor indemnified in respect of all claims, proceedings, costs, expenses and damages in respect of any such act or thing contravening the said provisions of the said Acts as aforesaid. For the purpose of this Clause it is hereby declared that the expression "Town and Country" Planning Acts" shall mean the Town and Country Planning Act 1990 and be deemed to include any Act or Acts for the time being in force amending or replacing the same and any others, regulations or direction made or deemed to have been made under or by virtue of the said Acts and any Acts for the time being in force amending or replacing the same and any orders, regulations or direction made or deemed to have been made under or by virtue of the said Acts and any Acts for the time being in force amending or replacing the same.
- (13) Not to do or permit or suffer to be done any act, deed or matter or thing whatsoever whereby the risk or hazard of the Demised Premises or the Building being destroyed or damaged by fire or any other risks insured against 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 that may be effected by

the Lessor pursuant to Clause 5(3) hereof and will indemnify and keep indemnified the Lessor in respect of any breach of this subclause.

- (14) Yield up to the Lessor all and singular the Demised Premises and all fixtures and fittings together with all the additions thereto at the expiration or sooner determination of the said term in good and substantial repair and condition (the Lessor's fixtures, fittings and appurtenances being duly replaced where necessary) in accordance with the several covenants herein contained.
- (15) Perform and observe the covenants, restrictions and stipulations that may be contained or referred to in the Charges Register of the Lessor's Freehold Title to the Demised Premises so far as the same are still subsisting and capable of taking effect and affect the Demised Premises.
- (16) Permit the Lessor during the six months immediately preceding the determination of the said term to affix and retain without interference upon any reasonable part of the Demised Premises a notice for re-letting the same and during such period to permit persons with written authority of the Lessor or their Agents at reasonable times of the day to view the Demised Premises.
- (17) Pay all Solicitors' costs and Surveyors' and Agents' fees reasonably incurred by the Lessor and the Stamp Duty on Licences, Consents and duplicates attendant upon or arising from or incidental to every application made by the Lessee for a consent or Licence hereinbefore required or made necessary whether the same be granted or refused or proffered subject to any lawful qualification or condition or whether the application be withdrawn such amount payable to the Lessor's Solicitor to be made in respect of each and every application.

3. The Lessee **HEREBY FURTHER COVENANTS** and as a separate covenant with the Lessor and with and for the benefit of the owners and tenants from time to time during the currency of the term hereby granted of the other floors of the Building (with the intent to bind all persons who shall for the time being be the owner of any estate or interest in or the occupier of the Flat) as follows:

- (1) From time to time and at all times during the said term well and substantially to keep, repair, uphold, cleanse, maintain, drain and amend and, if necessary, renew or replace the whole of the Demised Premises and all additions made thereto and the fixtures therein and to keep in repair and repair and replace when necessary all cisterns, pipes, wires, ducts radiators and other things installed for the purpose of supplying water (hot or cold), gas, electricity, central heating or for the purpose of draining away water, soil or for allowing the escape of steam or other deleterious mater from the Flat insofar as such things are installed and used only for the purpose of the Flat and for the purpose of such repairs the Lessee and his workmen shall have access to such pipes, wires and ducts and other things where they are in, upon or under the other lettable parts of the Building upon giving prior written notice to

the occupiers of the same and causing as little disturbance and inconvenience to the occupiers thereof and forthwith making good all damage caused thereby.

- (2) In every fifth year of the said term and in the last year thereof but not twice in successive years (howsoever determined) to paint in a proper and workmanlike manner all the inside wood, iron and other parts heretofore or usually painted of the Flat with two coats of paint of good quality and also with every such internal painting to wash, stop, grain, varnish, colour, paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the Flat that have been or ought properly to be so treated and also in every fourth year of the said term and in the last year thereof but not twice in successive years (howsoever determined) to paint in a proper and workmanlike manner all the external parts heretofore or usually painted of the Demised Premises including all external wood, iron and compo work with tow coats of paint of good quality the tints or colours on each occasion to be either the same as that existing or to be approved in writing by the Lessor such consent not to be unreasonably withheld or delayed and with every such outside painting to polish all outside parts of the woodwork previously and usually polished and treat with wood preservative all outside parts previously or which ought properly to be so treated and paint and restore to its former condition and appearance all such parts as were previously so treated and to repoint all outside parts of the Demised premises and to treat all other external surfaces of the Demised Premises in good order and condition.
- (3) At all times during the said term to pay and contribute a rateable or due proportion (to be determined by the Surveyor for the time being of the Lessor whose determination shall be final and binding upon the Lessee) of the expenses of making, repairing, maintaining, supporting, rebuilding and cleansing the common parts as hereinafter defined and all other ways, passageways, areas, pathways, staircases, sewers, drains, pipes, watercourses, water pipes, cisterns, gutters, party walls, party structures, the main structure of the Building (other than that included in the demise herein), the roof and foundations thereof and all internal load-bearing walls, joists, beams, chimney stacks, fences, easements and appurtenances and any installations contained in the Building for the supply of water, gas and electricity and for sanitation and any cold water tanks and other things belonging to or used by the Lessee in common with the Lessor or the tenants or other occupiers of the other lettable parts of the Building and/or any owners or occupiers of any neighbouring or adjoining premises and to keep the Lessor indemnified against all costs, charges and expenses in respect thereof and to pay the same within seven days of receiving written demand from the Lessor or the Lessor's Agent, and for the avoidance of any doubt it is hereby agreed that the costs and expenses payable by the Lessee pursuant to this clause shall include a rateable and due proportion of the costs and expenses incurred or to be incurred by the Lessors in employing (at the Landlord's discretion and as the Landlord may determine) such staff contractors and professionals as may be reasonably required to carry out all necessary works of maintenance cleansing and repairs and such other duties as are necessary for the proper running and management of the Building and the Lessor's estate thereat

including the cost of computing and collecting the rents in respect of the Building or any parts thereof.

- (4) To afford all necessary access to the Lessor, owner and occupiers of any neighbouring premises and their respective agents and workpeoples, in particular without prejudice to the generality of the foregoing the lessee, owner or occupier of the other lettable parts of the Building and their duly authorised agents, workmen and others appointed by them at all reasonable times during the said term (but upon previous written notice save in case of emergency) to enter into and upon the Demised Premises and to execute any works or maintenance, re-building, renewal, cleansing, alteration or repairs to any adjacent or neighbouring premises or anything serving the same and to lay down, alter, connect up to or maintain any sewers, gutters, drains, water pipes, electric wires or gas pipes, telephone cables and other such like causing as little damage as possible to the Demised Premises and causing as little inconvenience as possible and making good forthwith all damage nonetheless caused and so far as any defects, remedies or works done by the Lessor may be included in the Lessee's covenants of repair hereinbefore contained the cost thereof will be a debt due from the Lessee to the Lessor and be forthwith recoverable by action.
- (5) In the event of the Demised Premises or any part thereof or any part of the Building being destroyed or damaged and as a result of any act, neglect or default of the Lessee or any person deriving title to or under the Lessee payment of any insurance monies under any policy of insurance effected by the Lessor being refused or withheld either in whole or in part or if any such policy is vitiated then to pay and extend such sum as together with any insurance monies (if any) received by the Lessor is sufficient to repair, reinstate or rebuild the Demised Premises or any part thereof or any other part of the Building.
- (6) To perform and observe the restrictions, stipulations and conditions set forth in the Third Schedule hereto.
- (7) The Lessee will contribute a fair and reasonable proportion of the costs of cleaning, lighting, maintaining, repairing and redecorating the street entrance door and the common hall, stairs and landing leading to the Demised Premises.

4. **PROVIDED ALWAYS** that: -

- (1) In case at any time during the term hereby granted any dispute shall arise between the Lessee and the other lessees or tenants or occupiers of the Lessor relating to the Demised Premises and neighbouring premises or any part or other walls, fences, ways, passageways, pathways, sewers, drains, pipes, watercourses, wires and cables, common parts and other easements, rights or appurtenances whatsoever relating or belonging thereto or any repairs required as hereinbefore provide then and in every such case the dispute shall be referred to the Surveyor for the time

being of the Lessor whose determination and award shall be final and binding on the Lessee and the party with whom the Lessee shall then be in dispute.

- (2) If the rent hereby reserved or any part thereof shall be in arrears for twenty-one days after the same shall have become due, whether the same shall have been legally demanded or not, or in the event of any breach, non-observance or non-performance of any of the covenants, conditions and agreements on the part of the Lessee herein contained then and in any such case it shall be lawful for the Lessor or any person or person duly authorised by them in that behalf to enter into or upon the Demised Premises or any part thereof in the name of the whole and peaceably to hold and enjoy the same and thereupon this demise and everything herein contained shall absolutely cease and determine but without prejudice to any right of action or remedy of the Lessor or the Lessee in respect of any antecedent breach of any of the covenants by the Lessee or the Lessor herein contained.
- (3) All rights and obligations of the Lessor and Lessee respectively under these presents shall be incidental to the reversion expectant on this lease and leasehold interest hereby created respectively and shall pass and devolve therewith on any alienation or devolution thereof.
- (4) Any notice hereby required or authorised to be given to the Lessor or Lessee respectively shall be in writing and shall be given in any of the modes provided by Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) with respect to the Notices to be given to the Lessor or Lessee (as the case may be) under the Act.
- (5) In this Deed where the context so admits: -
 - (i) Words importing the masculine gender only include the feminine gender and corporate body and vice versa.
 - (ii) Words importing the singular number include the plural number vice versa.
 - (iii) Where there are two or more persons included in the expression "the Lessee" or "the Lessor" the covenants expressed to be made by the Lessee or the Lessor shall be deemed to be made by such persons jointly and severally.
- (6) The Lessee shall not be entitled to any right of light or air which will or may interfere with the free use of any land or premises at the Building or adjoining, opposite or near to the Demised Premises for building or other purposes.
- (7) The Lessor shall not be liable or responsible for any damage suffered or sustained by the Lessee or the Lessee's family, invitees or licensees for any damage suffered by the Lessee and others through any defect in the structure of or any fixtures, fittings, pipes, wires, machinery or other thing in or upon the building or through any neglect or misconduct of any employee of the Lessor.

5. The Lessor **HEREBY COVENANTS** with the Lessee but not so as to bind the Lessor after they shall have parted with their reversionary interest in the Demised Premises.
- (1) That the Lessee paying the rent hereby reserved and performing and observing the several covenants, conditions and agreements herein contained and on his part to be performed and observed shall and may peaceably and quietly hold and enjoy the Demised Premises during the term hereby granted without any lawful interruption or disturbance from or by the Lessor, its successors in title or any person or persons claiming under or in trust for it.
- (2) (a) That if so required by the Lessee the Lessor will enforce the observance on the part of the lessees of other lettable units in the Building of the covenants for maintenance and repair of such premises and for payment of a fair contribution towards the repair or maintenance of services or facilities the use of which is common to them and to the Demised Premises and/or any common parts the Lessee indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor or its Solicitors may reasonably require.
- (b) To impose or cause to be imposed by the Lessor or any successor in title of the Lessor in every Lease of other lettable parts of the Building hereafter granted covenants similar to those on the part of the Lessee in Clause 3 herein contained and the same restrictions, stipulations and conditions as those hereby covenanted to be performed and observed by the Lessor and in respect of any period during which any lettable part of the Building is not let on the Lease containing similar covenants to those herein set out to observe at his sole expense covenants (other than for the payment of rent) similar to those contained herein for maintenance and repair of the premises thereby demised and for payment of a fair contribution towards the repair or maintenance or services or facilities the use of which is common to the Demised Premises and other lettable parts of the Building and/or any common parts.
- (3) Subject to payment by the Lessee of the rents hereinbefore reserved, to insure and keep insured or cause to be insured and kept insured the Building against loss or damage by fire, lightning, explosion, riots and civil commotion, malicious damage, aircraft and other aerial devices, impact, flood, burst pipes or tanks, storm and tempest with Insurers of repute in the full reinstatement value thereof (being such sum as the Lessor's Surveyor shall advise) to include demolition costs and debris removal and all professional fees and loss of rent and to produce upon request by the Lessee or his Solicitor or Agent (but not more than once in the any calendar year) a copy of the policy and a copy of the receipt for the premium last due.
- (4) As often as the Building or any part thereof shall be damaged or destroyed by fire or other risks insured against, then the Lessor shall with all convenient speed, subject to the all requisite local authority and other consents being obtained prior thereto, expend and lay out all monies received from any of the insurances in rebuilding or reinstating the Building so destroyed or damaged so that the same may accord so far as may reasonably be practicable (having regard to the requirements at the time being

or any competent authorities) with its state and condition immediately prior to such damage or destruction.

- (5) Subject to the Lessee contributing a rateable or due proportion to the cost thereof in accordance with Clause 3(4) hereof to repair, maintain and keep in repair the main structure of the Building including the roof and foundations thereof and all internal load-bearing walls and the installations contained in the Building for the supply of water, gas and electricity and for sanitation other than those parts aforesaid that are included in the demise herein and which are the responsibility of the Lessee or which are included in the demise and are the responsibility of any other lessee in the Building.

IN WITNESS whereof the parties hereto have signed this document as a deed the day and year first above written.

THE FIRST SCHEDULE above referred to
RIGHTS INCLUDED IN THE DEMISE

- (1) The right in common with the Lessor and all other persons having the like right to the free passage and running of water and soil, gas, electricity and telephone services to and from the Demised Premises through the sewers, drains and watercourses, pipes and cables now or hereafter passing through or under any part of the Building.
- (2) All rights of support and protection now enjoyed by the Flat.
- (3) The benefit (if any) of the stipulations and the restrictions and covenants imposed by the Leases of the other lettable parts of the Building.
- (4) The right of entry onto other parts of the Building for the purposes of repair to the Demised Premises as hereinbefore referred to.
- (5) The right in common with the Lessor and all other persons having the like right to use for the purposes of access and egress on foot only the forecourt area at the front of the Building adjacent to Station Road aforesaid and any pathway leading therefrom and the rear staircase (if any) and Common parts thereof affording access to the Flat (all such parts hereinbefore collectively referred to as "the common parts).
- (6) So far as the Lessor is able to grant the same, together with all others having the like right, of way over the Service Road to the rear of the Demised Premises leading into Pembury Road.

- (7) The free passage at all times and for all purposes on foot only through the street entrance door and over the halls and staircases therefrom and landings giving access to the Flat.
- (8) The free passage subject to contributing to the costs of maintenance thereof at all times and for all purposes over any pathway leading from the rear of the Building to the Service Road aforesaid.

THE SECOND SCHEDULE

EXCEPTIONS AND RESERVATIONS

EXCEPTED AND RESERVED TO THE LESSOR

AND THEIR TENANTS FROM TIME TO TIME AND SERVANTS

AND ALL OTHER PERSONS AUTHORISED BY THEM

- (1) The free passage and the running of water and soil, gas and electricity to the other parts of the Building from and through sewers, drains and watercourses, pipes and cables now or hereafter passing through or under any part of the Demised Premises and the right to connect to the same and to enter onto the Demised Premises for such purpose.
- (2) At any time hereafter or from time to time full right and liberty without obtaining any consent from or making any compensation to the Lessee to execute works and erections upon the Building and/or upon any adjoining and neighbouring lands and premises belonging to the Lessor or to develop or alter the same or rebuild any of the buildings currently erected thereon and to use or suffer the same or any of them in such manner as the Lessor may think fit notwithstanding that the access of light and air to the Demised Premises may thereby be interfered with.
- (3) All rights of air and light and other easements and rights now or hereafter belonging to or enjoyed by the Building from or over the Demised Premises.
- (4) The right to support and shelter and all other easements and right now or hereafter belonging or enjoyed by the remainder of the Building and all adjacent or neighbouring land, buildings or premises.

- (5) All other (if any) rights and easements or quasi-easements now used or designed to be used or enjoyed by or in connection with the rest of the Building and/or adjoining property over the Demised Premises.
- (6) At all reasonable times so far as may be desired with or without workmen the right for the Landlord and those with his authority on giving reasonable notice (except in emergency) to the Lessee to enter and remain upon the Demised Premises with all necessary tools, appliances, materials (making good all damage occasioned thereby to the Demised Premises) for the purpose of inspecting, repairing, altering, building onto or rebuilding as the case may be the Building or any adjoining or neighbouring or contiguous premises and to cleanse, empty and repair any of the said sewers, drains, watercourses and pipes belonging to the same.
- (7) A right for the Landlord and those with his authority at all times to use and to have access and egress over and along the stairs and landings which lead to (and which are on) the floor level on which the Flat is situated for the purpose of accessing the roof area and the upper parts of the Building.
- (8) The exceptions, reservations, stipulations and other matters (if any) contained or referred to in the Property Register and/or the Charges Register of the Lessor's Freehold Title.
- (9) All easements and similar rights now enjoyed by the other lettable units in the Building from time to time.

THE THIRD SCHEDULE before referred to
(Restrictions and Stipulations)

1. Not to erect any aerial or other equipment on any part of the exterior of the Demised Premises without the previous consent of the Landlord.
2. Not to use the Flat otherwise than as a private dwelling in the occupation of the Tenant as one family.
3. No name, writing, address, signboard, plat or placard of any kind shall be put on or in any window of the exterior of the Flat or so as to be visible from the outside of the Building except that the name of the Tenant may be affixed outside the entrance door of the Flat in an approved manner.
4. No piano, pianola, gramophone, wireless, loud speaker or mechanical or other musical instrument of any kind shall be played or used nor shall any singing be practised in the Flat so as to cause nuisance or annoyance to the owners, lessees or occupiers of the other parts of the Building or adjoining or neighbouring owners or occupiers or so as to be audible outside the Flat.
5. No windows or light belonging to the Flat shall be stopped up or obstructed otherwise than by the use of normal curtaining material, drapings or sun blinds.
6. The interior and exterior of all windows of the Flat shall be cleaned in a proper manner at least once in each calendar month.
7. All floors of the Flat shall be covered with carpets, rugs or other sounds resisting material.
8. Vehicles shall not be used in a manner likely to cause annoyance or nuisance to the owners or occupiers of the other parts of the Building or neighbouring or adjoining owners or occupiers and in particular at no time shall an engine of such vehicle be raced and the doors thereof should at all times be closed in a manner likely to cause the least amount of nuisance to the owners or occupiers of the other parts of the Building or the neighbourhood.
9. No dangerous, inflammable or explosive material shall be brought or suffered to be brought or kept upon the Flat.
10. Not to cut, maim or injure any of the principal or main beams, timbers, iron or steel works of the walls or any portion of the structure of the Demised Premises (or either of them).

11. Not to obstruct the common parts or leave any articles thereon or on some part thereof and not in any manner to impede the free passage over and along the common parts or any pathways.
12. To place all rubbish in a suitable receptacle and keep the same only in the area specifically designated therefor by the Lessor.

THE FOURTH SCHEDULE
(Containing particulars of the annual rent)

1. For the first Five years of the said term the Lessee shall pay to the Lessor a principal rent of Two Hundred and Fifty Pounds (£250) per annum and thereafter such revised rent as is calculated in accordance with the following provisions hereafter appearing, and which shall in all years of the term be payable half yearly on the Twenty fifth day of March and the Twenty nine day of September the first payment being a proportionate part thereof from the date hereof down to the next payment date to be paid on the date hereof and the last payment to be made in advance on the payment day immediately preceding the termination of the said term
2. Definitions:
The following definitions shall apply:
Base RPI Month: July 2019
Base Rent: the rent of £250 per annum
RPI: the Retail Prices Index or any official index replacing it
Rent: the annual rent payable under this part of this Schedule
Review Date: the fifth anniversary of the date of this lease and the date falling every five years thereafter throughout the said term
3. In this clause the President is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the Surveyor is the independent valuer appointed pursuant to the terms below.
4. The amount of the Rent shall each be reviewed on each Review Date to equal the greater of:
 - (a) the Base Rent;
 - (b) the Rent payable immediately before the relevant Review Date; and
 - (c) the Rent determined pursuant to this Schedule.

5. The Rent shall be determined at the relevant Review Date by multiplying the Base Rent by the All Items index value of the RPI for the month before the month in which the relevant Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.
6. The Landlord shall calculate the Rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed Rent as soon as it has been calculated.
7. If the revised Rent has not been calculated by the Landlord and notified to the Tenant at least five working days before the relevant Review Date, the Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the revised Rent are notified by the Landlord to the Tenant, the Tenant shall pay:
 - (a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the next day the Rent are payable following the date of notification of the revised Rent and the amount that would have been payable had the revised Rent been notified on or before that Review Date; and
 - (b) interest at the base interest rate of Barclays Bank plc on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Rent had been notified at least one week before that Review Date and the date payment is received by the Landlord.
8. Time shall not be of the essence for the purposes of this clause.
9. Subject to paragraph 11, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed Rent shall be made taking into account the effect of any such change.
10. If either the Landlord or the Tenant reasonably believes that any change referred to in paragraph 9 would fundamentally alter the calculation of the indexed Rent in accordance with this Schedule and has given notice to the other party of this belief, or if it becomes impossible or impracticable to calculate the indexed Rent in accordance with this Schedule, then the Landlord and the Tenant shall endeavour within a reasonable time to agree an alternative mechanism for setting the Rent, which may (where reasonable) include, or consist of, substituting an alternative

index for the RPI. In default of such agreement, an alternative mechanism shall be determined by the Surveyor.

11. If any question or dispute arises between the parties as to the amount of the Rent payable or as to the interpretation, application or effect of any part of this Schedule, or if the Landlord and the Tenant fail to reach agreement under paragraph 10, the question, dispute or disagreement is to be determined by the Surveyor. The Surveyor shall have full power to determine the question, dispute or disagreement, and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the question, dispute or disagreement referred to him or his terms of reference. When determining such a question, dispute or disagreement, the Surveyor may, if he considers it appropriate, specify that an alternative mechanism for setting the Rent should apply to this lease, and this includes (but is not limited to) substituting an alternative index for the RPI.
12. The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed.
13. The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.
14. The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
15. If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 12 shall then apply in relation to the appointment of a replacement.
16. The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally).

17. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the review of the Rent.

Executed as a Deed by

LONG LETTINGS LTD

Acting by a Director

In the presence of

Witness Signature.....

Witness Print Name.....

Witness Address.....

Executed as a Deed by

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In the presence of

Witness Signature.....

Witness Print Name.....

Witness Address.....