DATED 18 December 2020 2020

# LEASE

Of

**23 Elms Walk, Wokingham, Berkshire, RG40 2EZ**

Between

**(1) WOKINGHAM BOROUGH COUNCIL**

**(2) ELMS WALK (WOKINGHAM) MANAGEMENT COMPANY LIMITED**

**(3)** [redacted]

1 London Street
Reading
RG1 4QW
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Field|Seymour|Parkes
Solicitors

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## PRESCRIBED CLAUSES

**LR1. Date of lease**

**LR2. Title numbers**

**LR2.1 Landlord's title number**

BK404324

**LR2.2 Other title numbers**

None

**LR3. Parties to this lease**

**Landlord**

WOKINGHAM BOROUGH COUNCIL
Civic Offices, Shute End, Wokingham, RG40 1BN

**Tenant**

[redacted]

**Other parties**

ELMS WALK (WOKINGHAM) MANAGEMENT COMPANY LIMITED
1 London Street, Reading, Berkshire, RG1 4PN
(Company registration number 12924001)

**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 "Property" in clause 1.1 and Schedule 1 to this lease.

**LR5. Prescribed statements etc.**

None.

**LR6. Term for which the Property is leased**

The term as specified in this lease at clause 1.1 in the definition of "Term".

**LR7. Premium**

[redacted]

**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**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

The easements granted in clause 3.1 and set out in Schedule 2 to this lease.

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

The easements reserved in clause 4 and set out in Schedule 3 to this lease.

**LR12. Estate rentcharge burdening the Property**

None.

**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 by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the applicant for registration or their conveyancer that the provisions of paragraphs 9.4 and 18 of Schedule 4 of the registered Lease have been complied with or that they do not apply to the disposition

None.

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

[DELETE ALL INAPPLICABLE STATEMENTS]

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

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

[The Tenant is more than one person. They are to hold the Property on trust [COMPLETE AS NECESSARY.]]

**THIS LEASE** is dated 2020

**BETWEEN:**

(1) **WOKINGHAM BOROUGH COUNCIL** of Civic Offices Shute End Wokingham RG40 1BN **(Landlord)**; and

(2) **ELMS WALK (WOKINGHAM) MANAGEMENT COMPANY LIMITED** incorporated and registered in England and Wales with company number 12924001 whose registered office is at 1 London Street, Reading, Berkshire, RG1 4PN **(Management Company)**; and

(3) [redacted],

**IT IS AGREED** as follows:

## 1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply to this lease.

| | |
|---|---|
| Access Road | the access road known as Elms Walk shown hatched blue on Plan 2 and Plan 3 |
| Bin Store | the refuse area in or serving the Building as the Landlord shall from time to time designate for the storage of refuse to serve the Building |
| Building | The buildings known as the M1 building and the M2 building erected at Elms Walk, Wokingham, RG40 2EZ shown edged red on Plan 2 and Plan 3 in which the flats are situated and such additions to that building by the Landlord from time to time |
| Building Service Charge | a fair and reasonable proportion determined by the Landlord of the Building Services Costs. |
| Building Services | (a) cleaning, maintaining, inspecting, decorating, repairing and replacing the Retained Parts;<br>(b) any other service or amenity that the Landlord may in its reasonable discretion (acting in accordance with the principles of good estate management) provide for the benefit of the tenants and occupiers of the Building and the Estate. |
| Building Services Costs | the total of:<br>(a) all of the costs reasonably and properly incurred or reasonably and properly estimated by the Landlord to be incurred of:<br>(i) providing the Building Services and;<br>(ii) complying with all laws relating to the Retained Parts; |

(b) the reasonably and properly incurred costs fees and disbursements of any managing agent or other person retained by the Landlord to act on their behalf in connection with the Building or the provision of the Building Services; and

(c) all rates, taxes, impositions and outgoings payable in respect of the Retained Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing with or disposition of its reversionary interest in the Building).

Car Park — all that land containing the car parking spaces and forecourt area shown edged red on Plan 4

Commercial Premises — the commercial premises on the ground first and second floors of the Building or elsewhere on the Estate from time to time.

Commercial Tenants — the tenant or tenants for the time being of the Commercial Premises.

Common Parts

(a) the front door, entrance hall, passages, staircases and landings of the Building; and

(b) the external footpaths and accessways and communal terraces;

(c) the Bin Store;

(d) the Cycle Store;

(e) the lift and lift apparatus;

(f) all boundary walls fences and railings of the Common Parts;

that are not part of the Property, the Flats, the Retained Parts or the Commercial Premises and which are from time to time made available by the Landlord and intended to be used by the tenants and occupiers of the Building.

Conditions for Entry — the conditions to which any right to enter granted in Schedule 2 or excepted and reserved by Schedule 3 is subject, namely that the right shall be subject to the person exercising the right:

(a) effecting entry at a reasonable time (or at any time in an emergency);

(b) giving reasonable notice to the person whose premises are being entered (except in the case of emergency when no notice is required);

(c) causing as little damage as possible to the

premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and

(d) complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

| | |
|---|---|
| Cycle Store | the cycle stores provided by the Landlord and allocated from time to time for the use of the Flat Tenants in the Building |
| Default Interest Rate | 4% above the base rate from time to time of National Westminster Bank plc or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord. |
| Estate | means the land now and formerly comprised in the Landlord's title number BK404324 known as Elms Walk and which includes the Building |
| Flats | any premises forming part of the Building that are capable of being let and occupied as a single private dwelling (except the Property, the Commercial Premises, the Common Parts and the Retained Parts). |
| Flat Tenants | the tenants for the time being of the Flats which are let on leases granted for an original term of over 21 years. |
| Insurance Rent | (a) A fair and reasonable proportion determined by the Landlord of the cost of any premiums (including any IPT) that the Landlord expends (after any discount or commission is allowed or paid to the Landlord), and any fees and other expenses that the Landlord reasonably incurs, in effecting and maintaining insurance of the Building in accordance in with its obligations in part 1 of Schedule 6 including any professional fees for carrying out any insurance valuation of the Reinstatement Cost;<br><br>(b) the cost of any additional premiums (including any IPT) and loadings that may be demanded by the Landlord's insurer as a result of any act or default of the Tenant, any undertenant, their workers, contractors or agents or any person at the Property with the express or implied authority of any of them. |
| Insured Risks | fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to |

| | |
|---|---|
| | underground services, public liability to anyone else and any other risks which the Landlord reasonably decides to insure against from time to time and Insured Risk means any one of the Insured Risks. |
| IPT | Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax. |
| Landlord Covenants | the covenants on the part of the Landlord set out in Schedule 6. |
| Landlord's Neighbouring Property | each and every part of any adjoining and neighbouring property in which the Landlord has an interest |
| Loft Space | the loft space directly under the roof of the Building. |
| Management Company Covenants | the covenants on the part of the Management Company set out in Schedule 6 Part 2 |
| Management Company Services | (a) cleaning, maintaining, decorating, securing repairing and replacing the Common Parts;<br>(b) providing heating to the internal areas of the Common Parts during such periods of the year as the Management Company reasonably considers appropriate, and cleaning, maintaining, repairing and replacing the heating machinery and equipment;<br>(c) lighting the Common Parts and cleaning, maintaining, repairing and replacing lighting, machinery and equipment on the Common Parts;<br>(d) cleaning, maintaining, repairing and replacing the furniture, fittings and equipment in the Common Parts;<br>(e) cleaning, maintaining, repairing, operating and replacing security machinery and equipment on the Common Parts;<br>(f) cleaning the outside of the exterior windows of the Building which are not part of the Building Services;<br>(g) maintaining any landscaped planted or grassed areas of the Common Parts;<br>(h) cleaning, maintaining, repairing and replacing the floor coverings on the internal areas of the Common Parts;<br>(i) insuring against public liability in relation to the Common Parts;<br>(j) maintaining renewing and replacing the Service |

Media exclusively serving the Property and the Flats at the Building;

(k) paying the Building Service Charge and the Insurance Rent applicable to each of the Property and the Flats in the Building; and

(l) any other service or amenity that the Management Company may in its reasonable discretion (acting in accordance with the principles of good estate management) provide for the benefit of the tenants and occupiers of the Building.

Management Company Services Costs

the total of:

(a) all of the costs reasonably and properly incurred or reasonably and properly estimated by the Management Company to be incurred of:

(i) providing the Management Company Services and

(ii) complying with all laws relating to the Common Parts;

(b) the reasonably and properly incurred costs fees and disbursements of any managing agent or other person retained by the Management Company to act on their behalf in connection with the Common Parts or the provision of the Management Company Services;

(c) the Building Service Charge applicable to each of the Property and the Flats in the Building; and

(d) all rates, taxes, impositions and outgoings payable in respect of the Common Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing with or disposition of its reversionary interest in the Building).

Management Company Service Charge

a fair and reasonable proportion determined by the Management Company of the Management Company Services Costs.

Parking Space

a single parking space in the Car Park, with such space to be allocated by the Landlord from time to time provided that such space is always situated in the Car Park

Permitted Use

As a single private dwelling.

Pickford Transfer

the transfer dated 26 June 1989 and made between (1) Roche Products Pension Trust Limited (2) Pickfords

| | |
|---|---|
| | Travel Service Limited and (3) Wokingham District Council |
| Plan 1 | the plan attached to this lease marked Plan 1 |
| Plan 2 | the plan attached to this lease marked Plan 2 |
| Plan 3 | The plan attached to this lease and marked Plan 3 |
| Plan 4 | The plan attached to this lease and marked Plan 4 |
| Premium | £[redacted] |
| Property | the parts of the second and third floors of the Building known as plot number R022 and postal address 23 Elms Walk, Wokingham, RG40 2EZ, the floor plans of which are shown edged red on Plan 1 and more particularly described in Schedule 1. |
| Quarter Days | 1 April, 1 July, 1 October and 1 January in each year |
| Regulations | the covenants on the part of the Tenant set out in Schedule 5. |
| Reinstatement Cost | the full cost of reinstatement of the Building as reasonably determined by the Landlord from time to time, taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professional fees and expenses and the costs of any other work to the Building that may be required by law and any VAT on any such costs, fees and expenses. |
| Rent | a peppercorn |
| Rent Payment Date | 1 April in each year |
| Reservations | the rights excepted and reserved to the Landlord in clause 4 and listed in Schedule 3. |
| Retained Parts | all parts of the Estate other than the Property, the Flats, the Common Parts, and the Commercial Premises including:<br>(a) the main structure of the Building including the roof and roof structures, the foundations, the external walls and internal load bearing walls, the structural timbers, the joists and the guttering;<br>(b) all parts of the Building lying below the floor surfaces or above the ceilings;<br>(c) all external decorative surfaces of the Building; |

(d) the structural parts and railings of the balconies;

(e) the Loft Space;

(f) the Service Media at the Building and the Estate which do not exclusively serve either the Property or the Commercial Premises or the Flats; and

(g) all boundary walls fences and railings of the Building;

(h) the Car Park;

(i) the Access Road.

| | |
|---|---|
| Rights | the rights granted by the Landlord to the Tenant in clause 3 and listed in Schedule 2. |
| Service Charge | The Building Service Charge and the Management Company Service Charge. |
| Service Charge Year | The annual accounting period relating to the Services and the Service Costs beginning on 1 October and each subsequent year of the term |
| Service Costs | the total of the Building Services Costs and The Management Company Services Costs |
| Service Media | all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media. |
| Tenant Covenants | the covenants on the part of the Tenant set out in Schedule 4 and the Regulations. |
| Term | a term of two hundred and fifty (250) years from and including 1 October 2020 and to and including 30 September 2270 |
| Third Party Rights | all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this lease in the property and charges registers of title numbers BK404324 |
| VAT | value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax. |

1.2 A reference to this "lease", except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, or other

instrument supplemental to it.

1.3 A reference to the "Landlord" includes a reference to the person entitled to the immediate reversion to this lease. A reference to the "Tenant" includes a reference to the Tenant's personal representatives, successors in title and assigns.

1.4 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.5 Any obligation in this lease on the Tenant not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.6 Unless the context otherwise requires, references to the "Building", the "Commercial Premises", the "Common Parts", the "Estate", the "Flats", the "Property" and the "Retained Parts" are to the whole and any part of it.

1.7 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.8 A "person" includes a corporate or unincorporated body (whether or not having separate legal personality).

1.9 A reference to "writing" or "written" excludes faxes or e-mail.

1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.11 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.12 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.13 A reference to the end of the term is to the end of the term however it ends.

1.14 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.

1.15 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

1.16 References to clauses and Schedules are to the clauses of and schedules to this lease and references to paragraphs are to paragraphs of the relevant Schedule.

## 2 GRANT

2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Permitted Use for the Term.

2.2 The grant is made together with the Rights, excepting and reserving the Reservations, and subject to the Third Party Rights.

2.3 The grant is made in consideration of the Tenant paying to the Landlord the Premium (receipt of which the Landlord acknowledges) and covenanting to pay the Landlord or the Management Company as the case may be the following sums as rent:

(a) the Rent;

(b) the Insurance Rent;

(c) the Service Charge;

(d) all interest payable under this lease; and

(e) all other sums due under this lease.

## 3 THE RIGHTS

3.1 The Landlord grants the Tenant the Rights for all purposes connected with the Permitted Use of the Property, but in each case subject to complying with any Regulations relating to that Right.

3.2 The Rights are granted subject to the Third Party Rights and in so far as the Landlord is able to grant them and in common with:

(a) the Landlord and all persons authorised by the Landlord;

(b) the Flat Tenants;

(c) the Commercial Tenants;

(d) the Management Company.

3.3 The Tenant shall not be deemed to have acquired any other easement or right over the Building, the Landlord's Neighbouring Property or any neighbouring property other than the Rights and section 62 of the Law of Property Act 1925 shall not apply to this lease.

## 4 THE RESERVATIONS

4.1 The Reservations are excepted and reserved from this lease for the benefit of the Building and the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

4.2 The Reservations may be exercised by the Landlord notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them may result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common Parts.

4.3 The Reservations shall be construed as extending to the Landlord and all persons authorised by the Landlord or otherwise entitled to exercise the Reservations.

## 5 TENANT COVENANTS

5.1 The Tenant covenants:

5.1.1 with the Landlord and the Management Company to observe and perform the Tenant Covenants; and

5.1.2 with the Landlord, the Flat Tenants, the Management Company and the Commercial Tenants to observe and perform the Regulations.

## 6 LANDLORD COVENANTS

6.1 Subject to clause 6.2 and 6.3, the Landlord covenants with the Tenant and the

Management Company to observe and perform the Landlord Covenants.

6.2 The Landlord shall not be liable to the Tenant for any failure or interruption in the Building Services where the failure or interruption is outside the Landlord's reasonable control;

6.3 The Landlord shall not be liable to the Tenant for any failure or interruption in the Building Services, unless and until the Tenant has given the Landlord notice of the failure or interruption and the Landlord has not remedied the failure or interruption within a reasonable time of service of that notice

6.4 The Landlord will indemnify and keep the Tenant including successors in title indemnified against all actions proceedings damages costs claims and expenses which may be suffered or incurred in respect of the enforcement of any rights or any breach or non-observance or non-performance of any covenants contained in the Pickford Transfer.

## 7 MANAGEMENT COMPANY COVENANTS

7.1 The Management Company covenants with the Landlord and the Tenant to observe and perform the Management Company Covenants.

7.2 The Management Company shall supply to the Landlord such accounts, records and receipts relating to the Service Costs incurred by the Management Company and to permit the Landlord to inspect the accounts, records and receipts by appointment with the Management Company (or its managing agents).

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

7.3.1 any breach of any of the Management Company's Covenants; or

7.3.2 any act or omission of the Management Company or its workers, contractors or agents or any other person at the Property or the Building with the express or implied authority of any of them.

7.4 The Management Company shall admit the Tenant as a member of the Management Company subject to and in accordance with its articles of association.

## 8 RE-ENTRY

8.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

8.1.1 any Rent, Insurance Rent, Service Charge or any other rent due under this lease is wholly or partly unpaid 21 days after becoming payable; or

8.1.2 any breach of any of the Tenant Covenants.

8.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

## 9 DESTRUCTION OF BUILDING

9.1 If:

9.1.1 the Building is damaged or destroyed by an Insured Risk;

9.1.2 the Property is wholly or partly unfit for occupation and use and/or the Common Parts are damaged or destroyed so as to make the Property inaccessible or unusable; and

9.1.3 the payment of the insurance monies is not wholly or partly refused because of any act or omission of the Tenant or any undertenant or their respective workers, contractors or agents or any other person at the Property or the Building with the express or implied authority of any of them,

9.1.4 then payment of the Rent, Insurance Rent and Service Charge, or a fair proportion of them according to the nature and extent of the damage, shall be suspended until the Building has been reinstated so as to make the Property fit for occupation and use and the Common Parts accessible and usable.

9.2 If for any reason the repair, rebuilding or reinstatement of the Building shall be impossible following damage or destruction by any of the Insured Risks:

9.2.1 the Landlord's obligation to reinstate the Building contained in paragraph 2.2 of Schedule 6 shall be deemed to have been discharged;

9.2.2 the Landlord shall hold all proceeds of the insurance policy of the Building in relation to such destruction or damage on trust for the Landlord the Commercial Tenants the Tenant, and the Flat Tenants in proportion to their respective interests in the Building at the time of the damage or destruction, as agreed in writing or failing agreement as determined pursuant to clause 9.3; and

9.2.3 the Landlord shall pay such sums as it has received which are due to the Tenant in respect of its interest in the Building within three months of agreement or on determination pursuant to clause 9.3.

9.3 Any dispute arising regarding this clause 9 shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

## 10 SET-OFF

The Rent, Insurance Rent, Service Charge and all other amounts due under this lease shall be paid by the Tenant in full without any deduction or withholding other than as required by law. The Tenant shall not be entitled to assert any credit, set-off or counterclaim against the Landlord to justify withholding payment of any sum due.

## 11 LANDLORD'S CONSENT

11.1 Any consent given by the Landlord under this lease may be granted subject to reasonable conditions.

11.2 No consent given by the Landlord under this lease shall imply that any consent required from a third party has been given and shall not obviate the need to obtain any consent required from a third party.

## 12 DISPUTES BETWEEN TENANTS

Save for any dispute arising under clause 9, any dispute between any of the Tenant, the Management Company, the Flat Tenants and the Commercial Tenants in relation to this lease, including any payment of costs, shall be resolved by the Landlord (or such other

person as the Landlord shall appoint) whose decision shall be final and binding on the Tenant except on questions of law.

## 13 JOINT AND SEVERAL LIABILITY

At any time when the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this lease. The Landlord may take action against, or release or compromise the liability of, any one of those persons, or grant any time or other indulgence to any one of them, without affecting the liability of any other of them.

## 14 ENTIRE AGREEMENT

14.1 This lease and any documents annexed to it constitute the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

14.2 Each party acknowledges that in entering into this lease and any documents annexed to it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies that the Landlord's Legal advisors have given to any written enquiries raised by the Tenant's Legal Advisors before the date of this lease.

14.3 Nothing in this clause shall limit or exclude any liability for fraud.

## 15 NOTICES

15.1 A notice given under or in connection with this lease shall be:

15.1.1 in writing unless this lease expressly states otherwise and for the purposes of this clause a fax or an e-mail is not in writing;

15.1.2 given to the Landlord by:

(a) leaving it at the Landlord's address given in clause 15.5; or

(b) sending it by pre-paid first-class post or other next working day delivery service at the Landlord's address given in clause 15.5;

15.1.3 given to the Tenant by:

(a) leaving it at the Property;

(b) or sending it by pre-paid first-class post or other next working day delivery service at the Property or the last address provided by the Tenant to the Landlord as their address for service.

15.2 If a notice is given in accordance with clause 15.1, it shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; or if sent by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

15.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

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

## 16 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

## 17 VAT

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

## 18 GOVERNING LAW AND JURISDICTION

18.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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

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

## SCHEDULE 1

### The Property

The part of the second and third floors of the Building known as plot number R022 and postal address 23 Elms Walk, Wokingham, RG40 2EZ, the extent of which is shown edged red on Plan 1 and including:

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

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

but excluding any of the Retained Parts.

## SCHEDULE 2

### The Rights

**1 SHELTER AND PROTECTION**

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

**2 ACCESS TO AND FROM THE PROPERTY**

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

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

**3 USE OF RETAINED PARTS**

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

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

3.2 to keep one bicycle in the Cycle Store;

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

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

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

**4 SERVICE MEDIA**

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

**5 ACCESS TO OTHER PARTS OF THE BUILDING**

The right to enter other parts of the Building with or without agents, professional advisers,

workmen and equipment so far as is reasonably necessary to inspect or carry out any works to the Property required or permitted by this lease but at all times subject to compliance with the Conditions for Entry.

## SCHEDULE 3

### The Reservations

**1 SHELTER AND PROTECTION**

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

**2 LIGHT AND AIR**

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

**3 SERVICE MEDIA**

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

**4 ACCESS TO THE PROPERTY**

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

4.1 to inspect or carry out works to the Retained Parts, the Common Parts the Flats, or the Commercial Premises;

4.2 to inspect, repair, maintain, install, re-route or replace any Service Media serving any other part of the Building;

4.3 to inspect the state of repair and condition of the Property (following which the Landlord may give the Tenant notice of any breach of the Tenant Covenants relating to the repair or condition of the Property);

4.4 to carry out any works needed to remedy the breach set out in any notice served under paragraph 4.3 if the works have not been carried out by the Tenant to the reasonable satisfaction of the Landlord within the time period specified in the notice;

4.5 for any other purpose mentioned in or connected with this lease, the Reservations or the Landlord's interest in the Building and the Landlord's Neighbouring Property.

**5 DEVELOPMENT**

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

**6 ALTERATION AND SUSPENSION OF RIGHTS**

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

## SCHEDULE 4

### Tenant Covenants

**1 RENT**

1.1 To pay the Rent to the Landlord.

**2 SERVICE CHARGE**

2.1 To pay to the Landlord the estimated Building Service Charge for each Service Charge Year in four equal instalments on each of the Quarter Days

2.2 To pay to the Management Company the estimated Management Company Service Charge for each Service Charge Year in four equal instalments on each of the Quarter Days

2.3 If, in respect of any Service Charge Year, the estimate of the relevant parts of the Service Charge provided by the Landlord or the Management Company is less than the Service Charge, the Tenant shall pay the difference within ten (10) working days of demand made by the Landlord under paragraph 3.3 of Schedule 6 or by the Management Company under paragraph 7.3 of Schedule 6.

2.4 If, in respect of any Service Charge Year, the estimate provided by the Landlord or the Management Company of the Service Charge is more than the Service Charge, the Landlord or Management Company (as appropriate) shall credit the difference against the Tenant's next instalment of the estimated Service Charge (and where the difference exceeds the next instalment then the balance of the difference shall be credited against each succeeding instalment until it is fully credited

2.5 In relation to the Service Charge Year current at the date of this lease, the Tenant's obligations to pay the estimated Service Charge and the actual Service Charge shall be limited to an apportioned part of those amounts, such apportioned part to be calculated on a daily basis for the period from the date of this lease to the end of the Service Charge Year. The estimated Service Charge for which the Tenant is liable shall be paid in equal instalments on the date of this lease and the remaining Rent Payment Days during the period from the date of this lease until the end of the Service Charge Year.

**3 INSURANCE**

3.1 To pay to the Landlord:

3.1.1 the Insurance Rent demanded by the Landlord under Schedule 6 within ten (10) working days of demand;

3.1.2 on demand a fair and reasonable proportion of any excess payable under the insurance policy of the Building following the occurrence of an Insured Risk; and

3.1.3 on demand an amount equal to any insurance money that the insurers of the Building refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Building with the express or implied authority of any of them.

3.2 To give the Landlord notice immediately that:

3.2.1 any matter occurs in relation to the Tenant or the Building that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Building;

3.2.2 any damage or loss occurs that relates to the Building and arises from an Insured Risk; and

3.2.3 any other event occurs which might affect any insurance policy relating to the Building.

3.3 Not to insure the Building or the Property against any of the Insured Risks in such a manner as would permit the Landlord's insurer to cancel the Landlord's insurance or to reduce the amount of any money payable to the Landlord in respect of any insurance claim.

## 4 INTEREST ON LATE PAYMENT

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

## 5 RATES AND TAXES

5.1 To pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, other than:

5.1.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; and

5.1.2 any taxes, other than VAT and IPT, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

5.2 To pay:

5.2.1 a fair and reasonable proportion of any such rates, taxes or other impositions and outgoings that are payable in respect of the Building; and

5.2.2 a fair and reasonable proportion determined by the Landlord of any such rates, taxes or other impositions and outgoings that are payable in respect of the Property together with other land (whether or not including any other part of the Building).

## 6 UTILITIES

6.1 To pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

6.2 To comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities and the Service Media at or serving the Property.

## 7 COSTS

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

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

7.1.1 the enforcement of any of the Tenant Covenants;

7.1.2 preparing and serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;

7.1.3 preparing and serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;

7.1.4 preparing and serving any notice under paragraph 4.3 of Schedule 3; or

7.1.5 any consent applied for under this lease, whether or not it is granted (except to the extent that the consent is unreasonably withheld or delayed by the Landlord in circumstances where the Landlord is not entitled to unreasonably withhold or delay consent).

## 8 ALTERATIONS

8.1 Not to make any external or structural alteration or addition to the Property or the Building or make any opening in any boundary of the Property or the Building or cut or maim any structural parts of the Building.

8.2 Not to make any internal, non-structural alteration or addition to the Property, or alteration to the plan, design or elevation of the Property, without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

8.3 Not to install, alter the route of, damage or remove any Service Media at the Property or the Building, without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

## 9 ASSIGNMENT AND UNDERLETTING

9.1 Not to assign part of this lease or underlet, charge or part with possession of part only of the Property.

9.2 Not to assign the whole of this lease or underlet or part with possession of the whole of the Property, during the last seven years of the Term without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

9.3 Not to assign the whole of this lease to a limited company without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

9.4 Not to assign the whole of this lease unless the Tenant has first:

9.4.1 paid to the Landlord or the Management Company as the case may be any Rent, Service Charge, Insurance Rent or other sums payable under this lease which have fallen due before the date of assignment; and

9.4.2 provided the Landlord and the Management Company with an address for service in England or Wales if the assignee or transferee is not resident in England or Wales or is a limited company not registered within England or Wales.

9.4.3 provided the Management Company and the Landlord with a duly executed Deed of Covenant between the assignee the Landlord and the Management Company in the form set out in Schedule 7

9.5 Not to underlet the whole of the Property unless:

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

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

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

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

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

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

## 10 REPAIR AND DECORATION

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

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

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

## 11 COMPLIANCE WITH LAWS AND NOTICES

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

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

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

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

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

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

**12 NOTIFY DEFECTS**

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

**13 THIRD PARTY RIGHTS**

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

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

**14 REMEDY BREACHES**

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

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

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

**15 PERMIT ENTRY**

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

**16 INDEMNITY**

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

16.1.1 any breach of any of the Tenant Covenants; or

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

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

**17 RETURNING THE PROPERTY TO THE LANDLORD**

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

**18 MEMBERSHIP OF THE MANAGEMENT COMPANY**

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

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

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

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

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

## SCHEDULE 5

### The Regulations

1 Not to use the Property for any purpose other than for the Permitted Use or carry on any trade or business at the Property.

2 Not to hold any political meeting or sale by auction at the Property.

3 Not to use the Property for any noisy, offensive, illegal or immoral purpose.

4 Not to do anything at the Property which may be or become a nuisance or annoyance, or cause loss, damage or injury, to the Landlord, or the Commercial Tenants, or the Flat Tenants.

5 Not to bring, keep or use any barbeque, fireworks or other inflammable, explosive, dangerous or offensive substances or goods on or in the Property or Building.

6 Not to do anything which may cause any insurance of the Building to become void or voidable or which may cause an increased premium to be payable in respect of it (unless the Tenant has previously notified the Landlord and has paid any increased premium).

7 To comply with the requirements and recommendations of the insurers relating to the Property and the exercise by the Tenant of the Rights.

8 Not to overload any structural part of the Building nor any Service Media at or serving the Property or the Building.

9 Not to do anything which may lessen the support or protection given by the Property to other parts of the Building.

10 Not to keep any animal or bird on the Property without the prior written consent of the Landlord, which consent may be revoked at any time.

11 Not to hang or expose clothes or other articles outside the Property or on any balcony at the Property or shake anything out of the windows of the Property.

12 Not to stop up, darken or obstruct any windows at the Property or Building or do anything else which may obstruct the flow of light or air to the Property or any other part of the Building.

13 To clean the inside of the windows of the Property as often as is reasonably necessary.

14 Not to sing or dance or play any musical instrument or equipment for making or reproducing sound so as to be audible outside the Property between the hours of 11pm and 8am

15 Not to throw any dirt, rubbish, rags or other refuse into the sinks, baths, lavatories, cisterns or waste soil pipes in the Property.

16 Not to keep or deposit any rubbish at the Building except suitably wrapped and sealed and placed in an approved receptacle in accordance with any regulations imposed by the Landlord or Management Company from time to time.

17 Not to live in the Property unless all floors (other than in the kitchen and bathroom) are covered in good quality carpeting and underlay or an alternative equally sound deadening material.

18 Not to decorate the exterior of the Property in any way.

19 Not to put any sign, plate, writing or drawing of any kind on any part of the exterior of the Property or in any window so as to be seen from the outside.

20 Not to fix any television or radio aerial, satellite dish or receiver on the Building without the Landlord's prior written consent.

21 Not to place any "For Sale" or "To Let" sign on the Building without the Landlord's prior written consent.

22 Not to play or loiter on the Common Parts at any time or make any avoidable noise on the Common Parts between the hours of 8pm and 8am.

23 Not to leave any bicycle, pushchair or any other item on the Common Parts (other than a bicycle in the Cycle Store) or obstruct them in any way.

24 To maintain the surface area of the balcony of the Property (if any).

25 Not to alter the railings of the balcony of the Property (if any) or place anything on the balcony which would stop up, darken or obstruct the flow of light or air to the Property or which can be seen from the outside of the Building.

26 Not to place or plant anything in or tend the planters on the communal terrace unless expressly authorised to do so by the Management Company.

27 To observe and perform the Tenant Covenants contained in:

27.1 Paragraph 10 of Schedule 4;and

27.2 Paragraph 15 of Schedule 4.

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

28.1 the use of the Retained Parts and the Common Parts;

28.2 the management of the Building and the welfare of its occupants; and

28.3 the use of any Service Media, structures or other items outside the Building that are used or capable of being used by the Building in common with other land.

## SCHEDULE 6

## Covenants

### Part 1
### Landlord Covenants

**1 QUIET ENJOYMENT**

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

**2 LANDLORD'S INSURANCE COVENANTS**

The Landlord covenants with the Tenant:

**2.1 To Insure**

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

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

**2.2 To Reinstate**

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

2.2.1 the necessary labour and materials being and remaining available;

2.2.2 neither the policy of insurance effected by the Landlord having been vitiated nor payment of the policy monies having been refused in whole or in part by reason of any act, default or neglect of the Tenant; and

2.2.3 the Landlord being able to obtain all necessary consents, which it shall use reasonable endeavours to obtain but the Landlord shall not be obliged to institute any appeal unless reputable Counsel advises the Landlord that there is a strong prospect of such appeal being successful

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

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

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

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

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

2.2.6 the Landlord may otherwise reasonably require;

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

**2.3 To Produce Evidence of Insurance**

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

**3 SERVICES AND SERVICE COSTS**

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

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

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

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

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

**4 LEASES OF FLATS AND COMMERCIAL PREMISES**

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

substantially the same as the Regulations.

4.2 To ensure that every lease of the Commercial Premises granted by the Landlord contains covenants no less onerous than those contained in paragraph 3, paragraph 6, paragraph 7, paragraph 8, paragraph 9, paragraph 16, and paragraph 23, of the Regulations and appropriate rights of entry for the purposes of repair and maintenance of the Retained Parts, the Flats the Common Parts and the Property.

4.3 Until such time as the Landlord grants leases of the Flats and the Commercial Premises to maintain and repair the Flats and the Commercial Premises to the extent that no physical damage is caused to the Property.

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

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

5.1 the Tenant shall indemnify the Landlord in writing against all costs and expenses of such enforcement (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis);

5.2 the Landlord shall not be required to take any action or incur any costs under this clause until the Tenant has given to the Landlord such security as the Landlord shall in its reasonable discretion require; and

5.3 the Tenant shall join in any action or proceedings, if so requested by the Landlord.

**6 MAINTENANCE**

6.1 To procure that the Management Company shall observe and perform the obligations of the Management Company contained in Part 2 of the Sixth Schedule and to permit the Management Company all reasonably necessary means of access to on and over the Common Parts to enable it to do so, and itself to carry out such obligations in the event of the Management Company failing to do so and in such event shall reclaim all costs claims and demands from the Tenant and other tenants of the Building for so doing.

6.2 Until such time as it grants a Lease of any Flat comprised in the Building (in so far as the same is not the responsibility of the Management Company) to maintain repair and renew such Flat.

**Part 2**
**Management Company's Covenants**

**7 SERVICES AND SERVICE COSTS**

7.1 Subject to the Tenant paying the Service Charge, to provide the Management Company Services.

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

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

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

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

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

## SCHEDULE 7
## Specimen Deed of Covenant

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

1 The Covenantee is the transferee of the land and premises ("the Premises") known as Flat [ ], Elms Walk, Wokingham RG40 2EZ OR [ ] Denmark Street], Wokingham RG40 2AY pursuant to a transfer of even date herewith and executed contemporaneously herewith

2 The Covenantor HEREBY COVENANTS with the Management Company pursuant to the terms of the lease of the Premises ("the Lease") dated made between Wokingham Borough Council (1) the Management Company (2) and *[the Original Tenant]* (3)

3 The Covenantor hereby covenants with the Management Company and with the Landlord

(a) at all times to observe and perform the covenants on the part of the Tenant contained in the Lease in relation to the Premises and

(b) to enter a restriction on the title of the Premises in the form prescribed in Prescribed Clause LR13 of the Lease

4 The Management Company hereby covenants with the Covenantor to observe and perform the covenants on the part of the Management Company contained in the Lease in relation to the Premises subject to payment by the Covenantor of the Service Charge

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

Witness signature

Witness name

Witness address

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

Witness signature

Witness name

Witness address

THE COMMON SEAL of
**WOKINGHAM BOROUGH COUNCIL**
was hereunto affixed
In the presence of

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

in the presence of:

Witness signature

Witness name

Address

Occupation

SIGNED as a DEED
[redacted]

in the presence of:

Witness signature

Witness name

ZOE ANNE MORRIS

Address

Herrington Commercial Rights
Building 2 Riverside Way
Watermoor Park
Camberley
Surrey GU15 3YL.

Occupation

SOLICITOR.

SIGNED as a DEED [redacted]

in the presence of:

Witness signature

Witness name JONATHAN MILES

Address 31 LONDON ROAD
WOKINGHAM
RG40 1YA

Occupation TRAVEL MANAGER.