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RTB Lease with Right of First Refusal (Pre-Emption) (Third Schedule)

THIS LEASE made the _____ day of _____
Two thousand and _____ **BETWEEN THE COUNCIL OF**
THE BOROUGH OF LUTON of the Town Hall Luton LU1 2BQ (hereinafter
called "the Council") of the one part and **(1)** _____ of
(hereinafter called "the Lessee") of the other part

WITNESSETH as follows:-

1. **IN THIS LEASE** the following words and terms shall have the following meanings respectively except where the context does not so permit:-
 - (1) The expressions "the Lessee" and "the Council" shall include the successors in title of them respectively
 - (2) The singular shall include the plural and vice versa
 - (3) The masculine shall include the feminine and vice versa
 - (4) The expression "the Lessee" shall include all the persons so described at the commencement hereof and if there shall be more than one Lessee all the covenants agreements and obligations contained herein on the part of the Lessee shall be deemed to have been made jointly and severally by all such persons with the Council so that the said covenants agreements and obligations may be enforced by the Council against such Lessees either jointly or severally and in such order or manner as the Council may in its absolute discretion think fit
 - (5) The "1985 Act" shall mean the Housing Act 1985 and shall include where appropriate any amendment or re-enactment thereof made from time to time
 - (6) The "demised premises" shall mean the property more particularly described in Part I of the First Schedule hereto

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- (7) The "qualifying expenditure" shall mean the expenses outgoings and charges relating to matters mentioned in Part I of the Second Schedule hereto and the sums the Council put into reserve in respect of such matters to meet future liabilities
- (8) The "service charge" shall mean a proportionate part of the qualifying expenditure
- (9) The "said building" shall mean the premises of which the demised premises form part as described in Part II of the First Schedule hereto
- (10) In relation to paragraph (12) of the Third Schedule to this Lease the term "Landlord's works" shall mean any repairs alterations additions or improvements to or removals from:-
- (i) those parts of the demised premises the repair of which is undertaken by the Council under clause 5(4) hereof
 - (ii) the services and/or service media at the demised premises
 - (iii) other things at the demised premises the repair of which is undertaken by the Council
- (11) The expressions "Director of Housing Services" " Director of Finance" and "Solicitor to the Council" shall include the Officers of the Council who shall from time to time hold such appointments or the persons for the time being nominated by the Council to exercise the respective functions duties and obligations of such offices for the purposes of this Lease
- (12) "Multi-storey flat" shall mean a flat in a building of more than five storeys which has the facility of a lift
- (13) The expression "service media" shall mean except where the context otherwise requires tanks boiler and hot water apparatus cisterns watercourses sewers drains flues pipes conduits cables wires meters radiators storage heaters ducts chutes

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fans and other things which are now or may at any time during the term of this Lease be in under upon or passing through the said building and the curtilage thereof or any part of the said building or curtilage and provided or installed for the service of the said building or any part thereof or the curtilage of the said building or any part thereof

2. **IN** consideration of the sum of **(2)** (£) now paid to the Council by the Lessee (the receipt of which sum the Council hereby acknowledges) which sum has been calculated after allowing and deducting a discount of **(3)** % (£) in accordance with Section 126 of the 1985 Act and in consideration of the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter reserved and contained and pursuant to Part V of the 1985 Act the Council **HEREBY DEMISES** unto the Lessee with full title guarantee the demised premises **TOGETHER WITH** the easements rights and privileges mentioned in Part III of the First Schedule hereto but subject as therein mentioned **EXCEPTING AND RESERVING** unto the Council the rights mentioned in Part IV of the Schedule **TO HOLD** the same unto the Lessee for a term of **ONE HUNDRED AND TWENTY FIVE YEARS** from and including the date hereof **YIELDING AND PAYING THEREOF** for the yearly rent of **TEN POUNDS** (£10) (without any deductions except only such as the Lessee may be by law entitled to make notwithstanding any contract to the contrary) by yearly payments in advance the first of such payments to be made on the date of execution of this Lease and subsequent payments on the day of in each year **AND ALSO PAYING** unto the Council the service charge and interim payments thereof referred to in paragraph (3) of the Third Schedule to this Lease and the contribution referred to in paragraph (4) of the Third Schedule to this Lease

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in accordance with the provisions of the said paragraphs (3) and (4) of the said Third Schedule and of the Second Schedule hereto and for the purposes of paragraph (7) of Part II of the Second Schedule to this Lease the first of the Payment Days shall be the date of execution of this Lease and thereafter the day of every month in every year during the term hereby granted

3. **THE** Lessee hereby **COVENANTS** with the Council to observe and perform the covenants restrictions and regulations set out in the Third Schedule to this Lease

4. **PROVIDED ALWAYS AND IT IS HEREBY AGREED** between the parties hereto as follows:-

- (a) That if the said rent or the service charge or any interim payment required by the Council to be paid by the Lessee (under paragraph (7) of Part II of the Second Schedule hereto) or payment referred to in paragraph (4) of the Third Schedule to this Lease or any part thereof shall be unpaid for more than twenty eight days after becoming payable (whether legally demanded or not) or if any of the covenants or agreements on the part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Council at any time thereafter to re-enter upon the demised premises or any part thereof and thereupon this Lease shall determine but without prejudice to any of the Council's rights or remedies in respect of any rent or service charge or interim payment or payment referred to in paragraph (4) of the Third Schedule to this Lease in arrear or in respect of any breach by the Lessee of any provisions of this Lease

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- (b) That unless otherwise provided herein Section 196 of the Law of Property Act 1925 shall apply as regards any notice required or authorised to be served or given by this Lease as if such a notice were a notice authorised or required by that Act
- (c) That the Council may make rules and regulations in addition to or in substitution for the rules and regulations specified in paragraph (19) of the Third Schedule to this Lease or any of them
- (d) That the Lessee shall pay the Council's costs incurred as a result of the Lessee:-
 - (i) applying for the Council's consent or approval under the Lease whether or not it is granted
 - (ii) notifying the Council in accordance with Paragraph (17) of the Third Schedule to this Lease

5. **THE** Council hereby covenants with the Lessee as follows:-

- (1) That the Lessee paying the rent hereby reserved and the service charge and other payments referred to herein and performing and observing the several covenants and conditions and agreements herein contained and on the part of the Lessee to be performed and observed shall and may subject as hereinbefore provided peaceably and quietly hold and enjoy the demised premises during the term hereby granted without any lawful interruption or disturbance from the Council its successors or assigns or any person or persons lawfully claiming under or in trust for it
- (2) That the Council will at all times during the term hereby granted (unless such insurance shall be vitiated by any act or default of the

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Lessee) insure and keep insured the said building and all parts thereof and the Council's fixtures and fittings therein and all the appurtenances apparatus and other things thereto belonging more particularly described in paragraph 1 of Part I of the Second Schedule to this Lease but including the plaster and other surface materials applied to the interior faces of such parts of external or internal walls and the service media for the repair of which the Lessee is responsible under the terms of this Lease against loss or damage by fire tempest or flood and such further or other risks (if any) by way of insurance as the Council shall from time to time think fit but always to comply with the requirements of the Council of Mortgage lenders from time to time in some insurance office of repute selected by the Council in a sum representing the full reinstatement value thereof and (under paragraph 18 of Schedule 6 to the 1985 Act) the Council acknowledges the right of the Lessee to the production of the policy or policies relating to such insurance by appointment during normal office hours following the serving of a written request on the Director of Finance for such an appointment at least seven days prior to such appointment and the Council will in the event of the said building or any part thereof being damaged or destroyed by fire or other insured risk as soon as reasonably practicable lay out the insurance monies received in repair rebuilding or reinstatement of the said building or such part thereof

- (3) (a) That any leases by way of sale which may be granted in the future by the Council of other dwellings in the said building

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shall be in similar form to this Lease or in as similar form as the circumstances permit

- (b) That (if so required by the Lessee) the Council will enforce the covenants entered into by the Lessees of other dwellings in the said building subject to the Lessee indemnifying the Council against all costs and expenses in respect of such enforcement and providing such security in respect of the cost and expenses as the Council may reasonably require
- (4) That (subject to payment by the Lessee of the service charge and interim and other payments as provided in paragraphs (3) and (4) of the Third Schedule to this Lease in accordance with this Lease) the Council will maintain repair and where appropriate decorate:-
 - (a) the structure and exterior of the said building and all additions thereto and in particular but without prejudice to the generality thereof the roofs foundations external and internal walls (but not the plaster or other surface material applied to the interior faces of such parts of external or internal walls as bound the demised premises or the rooms therein) and joints and beams of the floors and ceilings thereof chimney stacks gutters and rainwater and soil pipes thereof
 - (b) the service media except the service media the maintenance and repair of which is undertaken by the Lessee under paragraph (7) of the Third Schedule to this Lease
 - (c) the passenger lifts lift shafts and machinery (if any) and main entrances passages landings and stair cases and other parts of

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the said building (including (without prejudice to the generality of the foregoing) any common room creche or laundry) available for the use or enjoyment of the Lessee in common with others

- (d) the paths roadways parking areas forecourt and grassed areas (if any) within the curtilage of the said building enjoyed or used by the Lessee in common with others (if any) and
- (e) the boundary walls and fences of and in the curtilage of the said building (if any)

PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED:-

- (i) that the Council shall not in any way be held responsible or liable for any damage caused by neglect or failure to effect such maintenance or for any damage caused by any defects of or wants of repair to the said building or any part thereof or to gardens fences or walls or in any service media or other things referred to in sub-clause (4)(a) (b) (c) (d) and (e) of this Clause unless and until notice in writing of any such neglect failure want of repair or defect as aforesaid has been given to the Council or by or on behalf of the Lessee and the Council has failed to make good or remedy such neglect failure want of repair or defect as aforesaid within a reasonable time of receipt of such notice
- (ii) that the Council may arrange for services (including without prejudice to the foregoing heat and television and radio signals) to be provided to the said building and the demised

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premises by a third party and in these circumstances the Council shall not be responsible for the maintenance and repair of any service media within the said building or curtilage thereof for the maintenance and repair of which the third party is responsible but shall use their best endeavours to ensure that such a third party shall keep such service media maintained and repaired

(iii) the Council shall not be responsible for any maintenance or repair of any works carried out at the demised premises by the Lessee and which would normally have been Landlords works

(5) That (subject as aforesaid and where in the absolute discretion of the Director of Housing Services it shall be considered appropriate) the Council will so far as practicable keep clean and reasonably lit the passages landings staircases lifts (if any) and other parts of the said building enjoyed or used by the Lessee in common with the owners and occupiers of one or more of the other dwellings

(4) PROVIDED however that the Council will not be responsible for keeping clean those passages landings staircases and other parts of the said building which the Lessee is responsible for keeping clean under paragraph (20) of the Third Schedule to this Lease

6. **NOTHING** herein contained shall:-

(a) prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local authority and the rights powers duties and obligations of the Council under all public and private statutes byelaws orders and

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regulations may be as fully and effectually exercised in relation to the demised premises and the said building as if the Council was not the owner of the interest in the demised premises out of which this Lease is created and this Lease had not been executed by it

- (b) be deemed to be a consent or approval of the Council in any capacity other than as owner of the said interest in the demised premises out of which this Lease is created and any consents or permissions on the part of the Council herein provided for shall be deemed to be given by the Council only in its capacity as the owner of such interest
- (c) prejudice the Council's right to recover from the Lessee or any other person the amount or value of any loss or damage suffered or caused to the Council or the said building by the negligence or other wrongful act or default of the Lessee or such other person

7. **IT IS HEREBY FURTHER AGREED AND DECLARED** as follows:-

- (i) (a) That every internal wall floor ceiling and other partition separating the demised premises from any adjoining dwelling shall be a party wall
- (b) That the word "repair" where the context so permits includes the rectification or making good of any defect in the foundations roof or structure of a building notwithstanding that it is inherent or due to the original design of the building

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- (ii) If and so long as the other dwellings in the said building have not been sold or disposed of the Council shall be at full and unrestricted liberty to continue to renew the tenancies with the lessees tenants and occupiers of the other dwellings in the said building or to enter into or create new tenancies in respect thereof in such form and upon such terms and conditions as the Council shall think fit and neither the grant of this Lease nor the terms or provisions hereof shall operate or be construed in any way as to fetter the Council's said right to let or otherwise deal with the other dwellings in the said building or to impose an obligation upon the Council to grant leases of the other dwellings in the said building on any particular terms or conditions or in any particular form except as provided in Clause 5(3) hereof
- (iii) If the Council and the Lessee fail to agree what constitutes the proper proportion of the rates (including water rates) taxes duties charges assessments outgoings and impositions under paragraph (5) of the Third Schedule to this Lease the matter shall be determined by the Council but if the Lessee or the Lessees of any of the other dwellings comprised in the said building shall be unwilling to accept the determination of the Council he or they shall be entitled to have the matter determined by an independent surveyor nominated in default of agreement by the President of the Royal Institution of Chartered Surveyors whose fees shall be paid by the person or

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persons requiring such determination to be made such last mentioned determination shall be final and binding on the parties

(iv) **NOTWITHSTANDING** anything contained elsewhere in this Lease the Council shall not be liable to the Lessee nor shall the Lessee have any claim against the Council in respect of any interruption in any of the services being maintained by the Council under the terms of this Lease by reason of necessary repair or maintenance of any installation or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Council's control or by reason of mechanised or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour

(v) The parties to this Lease acknowledge that the object of the service charge provisions contained in the Second Schedule hereto is to enable the Council to recover all the monies the Council may incur in respect of costs expenses outgoings and charges relating to the said building so that there shall be no residual liability upon the Council for any such matters except in relation to any flats within the said building which have not been let on long leases by the Council

VAT (vi) Output VAT

Where this Lease requires either party ("Party A") to pay repay reimburse or provide any amount or other consideration

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in respect of a VAT supply to Party A by the other party ("Party B") such supply will be deemed to be exclusive of any VAT chargeable on that VAT supply (whether by virtue of a VAT Election made or to be made or otherwise) and Party A will pay to Party B a sum equal to that VAT and Party B will within thirty days of receipt of that sum render a valid VAT invoice for it to Party B

(vii) Input VAT

Where this Lease requires Party A to pay repay reimburse or provide any amount or other consideration in respect of VAT supply to Party B (for the avoidance of doubt other than a supply made by Party A) Party A will pay to Party B a sum equal to any VAT charged to Party B on that VAT supply less any part of that VAT for which Party B is entitled to credit under Sections 14 and 15 of the VAT Act

(viii) In this sub-clause the following expressions shall have the following meanings:-

- (a) "VAT Act" means the Value Added Tax Act 1983 (including any Act from time to time replacing re-enacting or consolidating it) as amended from time to time
- (b) "VAT" means Value Added Tax or any similar tax from time to time replacing it or performing a similar fiscal function

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- (c) "VAT Election" means an election under Paragraph 2 of Schedule 6A to the VAT Act for exemption to be waived on any VAT supply made by either party in relation to the demised premises.
- (d) "VAT supply" has the same meaning as in the VAT Act

8. **IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds **(6)** and the parties hereto certify that there is no Agreement for Lease to which this Lease gives effect

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Lessee has hereunto set his hand as a Deed the day and year first before written

THE FIRST SCHEDULE

PART I

(the demised premises)

(7)

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PART II

(the premises of which the demised premises form part)

(8)

PART III

(easements rights and privileges granted to the Lessee)

- (1) The free and uninterrupted passage and running of water soil refuse and fumes gas electricity and other services from and to the demised premises through the service media whether or not provided for the service of the said building or any part thereof
- (2) The right of support shelter and protection for the benefit of the demised premises from the other parts of the said building
- (3) Subject to the terms of any tenancies relating to other parts of the said building insofar as they may be applicable and to paragraph (12) of the Third Schedule to this Lease the right for the Lessee with servants workmen and others at all reasonable times upon giving reasonable notice to the owners and occupiers of such other parts of the said building and to the Council (except in case of emergency) to enter into and upon other parts of the said building for the purpose of repairing cleansing maintaining or renewing service media and of

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laying down any new service media causing as little disturbance and damage as possible and making good any damage caused

- (4) Subject to the terms of any tenancies relating to other parts of the said building insofar as they may be applicable and to paragraph (12) of the Third Schedule to this Lease the right for the Lessee with servants workmen and others at all reasonable times upon giving reasonable notice to the owners and occupiers of such other parts of the said building and to the Council (except in case of emergency) to enter into and upon other parts of the said building for the purpose of repairing maintaining renewing altering or rebuilding the demised premises or any part of the said building giving support shelter or protection to the demised premises causing as little disturbance and damage as possible and making good all damage caused

(9)(5) The right for the Lessee and all persons authorised by him (in common with the Council and all other persons entitled to the like right) to go pass and repass on foot only over and along the footpath shown on Plan Number (9a) annexed hereto and thereon coloured (9b) and through and along the entrances passages stairways and lifts (if any) in the said building leading to the demised premises for all purposes connected with the reasonable enjoyment of the demised premises

(10)(6) The right for the Lessee and all persons authorised by him (in common with the Council and other persons entitled to the like right) to go pass and repass over and along the roadway shown on Plan No. (10a) annexed hereto and thereon coloured (10b) with or without

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motor cars and other vehicles for all purposes connected with the reasonable use and enjoyment of the demised premises

(11)(7) The right for the Lessee and all persons authorised by him (in common with the Council and all other persons entitled to the like right) to use the garden and forecourt area shown on Plan (11a) annexed hereto and thereon coloured (11b) for the purposes of recreation and the area shown on Plan (11c) annexed hereto and thereon coloured (11d) for the purpose of parking motor cars and motor cycles only (but not for the purpose of playing games or any other purpose)

(12)(8) The right (in common with all other persons entitled to the like right) to use the area coloured (12a)) on the said plan Number (12b) for keeping refuse in closed receptacles/to use the refuse chutes for the disposal of suitable refuse

(13)(9) The right for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) to use the passenger lifts in the said building for access to the demised premises but not for carrying goods

(14)(10) The right to connect a radio and/or television set in the demised premises with any aerials and apparatus erected by or on behalf of the Council Provided that nothing herein contained shall oblige the Council to erect any such aerials or apparatus

(15)() All the above easements rights and privileges are subject to and conditional upon the Lessee paying the service charge and interim

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and other payments as provided in paragraphs (3) and (4) of the Third Schedule to this Lease

PART IV

(exceptions and reservations)

(1) There is excepted and reserved out of this Lease to the Council and the owners lessees tenants and occupiers of other parts of the said building:-

(a) The free and uninterrupted passage and running of water soil refuse and fumes gas electricity and other services to and from the other dwellings in and the other parts of the said building and adjoining land belonging to the Council through the service media whether or not provided for the service of the said building or any part thereof which now are or may at any time hereafter be in under or passing through the demised premises

(b) The right for the Council and the owners lessees tenants and occupiers of other parts of the said building with servants workmen and others at all reasonable times upon giving reasonable notice to the Lessee (except in case of emergency) to enter into and upon the demised premises or any part thereof for the purpose of repairing cleansing maintaining renewing or improving any of the said service media referred to in sub-paragraph (a) hereof and of laying down any new service media causing as little disturbance and damage as possible and making good any damage caused

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- (c) The right for the Council and the owners lessees tenants and occupiers of other parts of the said building with servants workmen and others at all reasonable times upon giving reasonable notice to the Lessee (except in case of emergency) to enter into and upon the demised premises or any part thereof for the purpose of repairing maintaining renewing altering improving or rebuilding the said building or any part thereof causing as little disturbance and damage as possible and making good all damage caused
 - (d) The right of support shelter and protection from the demised premises for the benefit of the other parts of the said building not hereby demised
- (2) There is excepted and reserved out of this Lease to the Council:-
- (a) (if this demise is in respect of a top floor flat or maisonette) the floorspace and airspace situate above the demised premises
 - (b) The right for the Council at any time or times to rebuild reconstruct add to alter or improve the said building or any part thereof or any adjoining or neighbouring property and to build on any adjoining or neighbouring land of the Council in such manner as the Council shall think fit notwithstanding that temporary annoyance or disturbance may be caused thereby and that such building rebuilding reconstruction addition alteration or improvement may interfere with or

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diminish the amount of light or air enjoyed by the said building or the demised premises

- (c) The right for the Council to exclude the Lessee tenant or occupier of the demised premises from any part or parts of the said building or the curtilage thereof **PROVIDING ALWAYS** that practical access to and egress from the demised premises is not thereby interfered with
 - (d) The power for the Council and all persons authorised by it at all reasonable times upon giving reasonable notice to the Lessee (except in case of emergency) to enter the demised premises for the purpose of carrying out its obligations or exercising its rights under this or any other lease or tenancy affecting the said building or any part thereof
 - (e) The right for the Council to decorate or redecorate the outside faces of the external walls and the external doors and windows of the demised premises and the said building
 - (f) The right for the Council at its reasonable discretion to carry out works for the improvement of the demised premises or any part thereof or of the services thereto and to renew any part of the demised premises or of the services thereto
- (3) There is excepted and reserved out of this Lease to the Council the right for the Council to erect and maintain a television and/or wireless receiving aerial or aerials on the roof or in the roof space of the demised premises or on any part of the main structure of the said building for the use of the occupiers of the said building and to run

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wires connecting such aerial or aerials to the receiving sets in the various parts of the said building via any conduits now or hereafter to be provided

- (4) There is excepted and reserved out of this Lease to the Council and the owners lessees tenants and occupiers of other parts of the said building the right to connect a radio and/or television set in the demised premises with any aerials and apparatus erected by or on behalf of the Council **PROVIDED** that nothing herein contained shall oblige the Council to erect any such aerials or apparatus

(16)(5) There is excepted and reserved out of this Lease to the Council and its servants or agents and to Cabletel Herts and Beds Limited successor to Multi-Signals (Luton) Limited and their successors in title and their respective servants and agents such rights in respect of the attachment of wires poles brackets and other equipment in on over under or to the demised premises for the purpose of providing a rediffusion service in accordance with the provisions of an Agreement dated the 27th day of November One thousand nine hundred and ninety seven and made between the Council of the Borough of Luton of the one part and Cabletel Herts and Beds Limited of the other part or previous services as may affect the demised premises which said wires poles brackets and other equipment shall not pass to the Lessee on completion

THE SECOND SCHEDULE

PART I

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(Qualifying Expenditure)

The qualifying expenditure referred to in Clause 1(7) of this Lease shall consist of the Council's costs expenses outgoings and charges relating to the following matters and shall include sums the Council put to reserve in respect of such matters to meet future liabilities:-

- (1) The expense of maintaining repairing renewing improving and where appropriate redecorating:-
 - (a) the structure and exterior of the said building and in particular but without prejudice to the generality thereof the roofs foundations external and internal walls (but not the plaster and other surface materials applied to the interior faces of such parts of external or internal walls as bound the demised premises or the rooms therein) and joists and beams of the floors and ceilings thereof chimney stacks gutters and rainwater and soil pipes thereof
 - (b) the service media but not the service media the maintenance and repair of which is undertaken by the Lessee under paragraph (7) of the Third Schedule to this Lease
 - (c) the passenger lifts lift shafts and machinery (if any) and main entrances passages landings and staircases and other parts of the said building (including without prejudice to the generality of the foregoing any common room crèche or laundry) available for the use or enjoyment of the Lessee in common with others

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- (d) the paths roadways parking areas forecourts and grassed areas within the curtilage of the said building enjoyed or used by the Lessee in common with others (if any) and
 - (e) the boundary walls and fences of and in the curtilage of the said building (if any)
- (2) The cost of periodically inspecting maintaining overhauling repairing and where necessary replacing the whole of the heating and domestic hot water systems and ventilating systems (if any) serving the said building
 - (3) The cost of effecting or maintaining the insurance of the said building against loss or damage by fire tempest or flood and also against such further or other risks (if any) by way of insurance as the Council shall determine in accordance with the provisions of Clause 5(2) of this Lease
 - (4) The cost of the oil electricity gas or other fuel required for the boiler or boilers supplying the heating and domestic hot water systems serving the said building and the electric current for operating the passenger lifts (if any)
 - (5) The cost of providing and maintaining and providing accommodation in the said building for a caretaker or caretakers or block manager or block managers (including the provision of uniforms and boiler suits) or warden call or security or secure entry system (if any)
 - (6) The cost of cleaning and lighting the passages landings staircases and other parts of the said building enjoyed or used by the Lessee in common with others and any other parts of the said building

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including windows which neither the Lessee nor any other occupier of a flat in the said building is responsible for cleaning or where appropriate lighting

- (7) The salaries and wages and other necessarily and reasonably associated expenses of the Council's employees whose duties relate solely to the running maintenance and administration of the said building and the curtilage thereof
- (8) All rates (including water rates) taxes duties charges assessments and other outgoings and impositions (if any) payable by the Council in respect of all parts of the said building other than those referred to in paragraph (5) of the Third Schedule to this Lease
- (9) Such proportion of the salaries and wages and necessarily associated expenditure of any employee or employees of the Council as the Director of Finance may reasonably apportion to the running maintenance and administration costs of the said building and the curtilage thereof and to the preparation of the certificate referred to in Part II of this Schedule and accounts kept and audits made for the purpose thereof
- (10) The cost of maintaining repairing and renewing and where appropriate providing the television and radio receiving aerials (if any) installed on the said building and used or capable of being used by the Lessee in common with others **(18)** and payments made under the Agreement referred to in paragraph 5 of Part IV of the First Schedule to this Lease

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- (11) The cost of keeping the basement refuse chutes and other parts of the said building (if any) used in connection with the provision of services to the said building or any part thereof in a clean and tidy condition and free from vermin
- (12) Where the Council arranges for services (including without prejudice to the foregoing space and water heating and television and radio signals) to be provided to the said building or any part thereof by a third party the cost to the Council of such an arrangement
- (13) All other costs incurred by the Council in respect of the demised premises or the said building pursuant to this Lease

PART II

(terms and provisions relating to the service charge)

The service charge referred to in paragraph (3) of the Third Schedule to this Lease is subject to the following terms and provisions:-

- (1) The amount of the qualifying expenditure shall be ascertained and certified annually by a certificate (hereinafter called "the certificate") signed by the Director of Finance as soon after the end of the financial year of the Council as may be practicable provided that in the event of devolution from the Council to a successor of the Council the certificate shall be signed by an appropriately qualified professional person appointed by such successor as soon after the end of the financial year of the successor as may be practicable

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- (2) A copy of the certificate for each such financial year shall be supplied by the Council to the Lessee on request
- (3) The certificate shall contain a summary of the qualifying expenditure incurred by the Council during the financial year to which it relates (including such sums as the Council may consider necessary from time to time to put to reserve to meet future liabilities for the repair and maintenance of the said building) and the certificate (or a copy thereof duly certified by the person by whom the same was given) shall be conclusive evidence for the purposes hereof of the matters of fact but not law which it purports to certify unless within six months after the receipt of any such certificate the Lessee shall serve written notice upon the Council that the Lessee desires any question touching and concerning the same to be submitted to arbitration and thereupon the question shall be submitted to a single arbitrator if the parties can agree upon one or in default of agreement to an arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors whose fees shall be paid by the Lessee and this paragraph shall operate as an arbitration agreement within the meaning of Section 32 of the Arbitration Act 1950 or any statutory re-enactment thereof The decision of the said arbitrator shall be final and binding on the parties
- (4) The annual amount of the service charge payable by the Lessee shall be the amount ascertained by dividing the qualifying expenditure ascertained and certified as aforesaid by the total number of dwellings in the said building except where such expenditure relates

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solely to the part of the said building in which the demised premises are situated at or where such expenditure has been incurred solely in respect of the demised premises in which cases a reasonable proportion of the cost of the item or items concerned or the whole cost as appropriate will be payable by the Lessee as part of the service charge

- (5) The qualifying expenditure for any financial year aforesaid may include items attributable to one or more earlier financial years aforesaid and not previously charged or paid and may include items in respect of which work was carried out or payments were made or costs were otherwise incurred by the Council prior to the date of the grant of this Lease **PROVIDED THAT** such work was carried out or such payments were made or such costs were incurred on or after the date on which the Council was served with the notice under Section 122 of the 1985 Act which resulted in the grant of this Lease
- (6) The service charge shall not include any sums payable under a provision of this Lease insofar as it is made void under paragraph 18 of Schedule 6 to the 1985 Act
- (7) The Lessee shall if required by the Council on Payment Days indicated in Clause 2 of this Lease pay to the Council such sum in advance and on account of the service charge as the Council shall specify to be a fair and reasonable interim payment
- (8) As soon as practicable after the signing of the certificate the Council shall furnish to the Lessee an account (including any information required to be supplied in accordance with The Housing (Right to

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Buy) (Service Charges) Order 1986 or other statutory requirement) of the annual amount of the service charge payable by the Lessee for the previous financial year due credit being given therein for all interim payments by the Lessee paid in accordance with paragraph (7) hereof in respect of the said financial year and upon the furnishing of such account there shall be paid by the Lessee to the Council either the amount of the service charge as aforesaid or any balance found payable or there shall be allowed by the Council to the Lessee any amount which may have been overpaid by the Lessee by way of interim payment as the case may require

- (9) Provided always and notwithstanding anything herein contained it is agreed and declared as follows:-
- (i) that an apportioned part of the annual service charge shall be paid in respect of the period from the date of execution of this Lease to the end of the Council's financial year in which the date of execution of this Lease falls
 - (ii) that the provisions of paragraph (8) hereof shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but only in respect of the period down to such expiration or sooner determination of the term hereby granted

THE THIRD SCHEDULE
COVENANTS RESTRICTIONS AND REGULATIONS IMPOSED IN
RESPECT OF THE DEMISED PREMISES

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(1) To pay the said rent at the times and in the manner indicated in Clause 2 of this Lease

(2) Discount and Right of First Refusal

(a) to pay to the Council such sum (if any) as the Council may in accordance with Section 155A of the 1985 Act demand on the occasion of the first relevant disposal (other than an exempted disposal) which takes place within five years of the date of this Lease

(b) in accordance with Section 156A of the 1985 Act to covenant that until the end of the period of ten years beginning with the date of this Lease there will be no relevant disposal which is not an exempted disposal unless the prescribed conditions have been satisfied in relation to that or a previous such disposal

(c) in the foregoing sub-paragraphs (a) and (b) of this paragraph (2) the following expressions shall have the following meanings:-

"relevant disposal" shall have the meaning as defined in Section 159 of the 1985 Act

"exempted disposal" shall have the meaning as defined in Section 160 of the 1985 Act

"prescribed conditions" shall mean conditions prescribed by the Housing (Right of First Refusal) (England) Regulations 2005

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- (3) To pay to the Council without any deduction the service charge subject to the terms and provisions contained in Part II of the Second Schedule to this Lease **AND** if required by the Council to pay to the Council such sum in advance and on account of the service charge as the Council shall specify to be a fair and reasonable interim payment in accordance with paragraph (7) of Part II of the said Second Schedule
- (4) To pay if required to do so by the Council with the interim payment referred to in paragraph (3) of this Schedule a reasonable contribution towards the expected cost of major items of repair including replacement or redecoration and towards the cost of improvements to be held by the Council pending expenditure by the Council on those items in order to avoid great variations from year to year in the service charge payable by the Lessee **PROVIDED** that this provision shall not apply to items provided for in a reserve fund set up by the Council as provided in paragraph (3) of this Schedule and in the Second Schedule to this Lease
- (5) To pay and discharge all rates (including water rates) taxes duties charges assessments outgoings and impositions whatsoever which during the term hereby granted may be assessed charged or imposed on the demised premises or any part thereof or on the owner or occupier in respect thereof and in the event of any rates (including water rates) taxes duties charges assessments outgoings and impositions being assessed charged or imposed in respect of the said building to pay the proper proportion of such rates taxes duties

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charges assessments outgoings and impositions attributable to the demised premises **AND** to indemnify the Council in respect thereof

- (6) To maintain and keep in a reasonable state of cleanliness and in good tenable repair and condition throughout the term hereby granted the demised premises and every part thereof and all additions thereto (other than those parts thereof the repair of which is undertaken by the Council under Clause 5(4) of this Lease) and it is hereby declared and agreed but without prejudice to the generality of the foregoing provisions of this sub-paragraph that there is included in this covenant as repairable by the Lessee (including replacement whenever such shall be necessary):-
 - (i) the ceilings and floors of the demised premises but not the joists or beams to which the said ceilings are affixed or on which the said floors are laid
 - (ii) the plaster or other surface material applied to the interior faces of the walls of the demised premises
 - (iii) the glass of the windows or doors of the demised premises
- (7) To maintain and keep in repair and replace when necessary the service media which are situated within the demised premises and are used exclusively for the purposes of the demised premises and do not form part of a heating system which serves other parts of the said building in addition to the demised premises
- (8) The Lessee shall not paint or otherwise interfere with the outside surfaces of the front door and other external doors and of the window

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frames of the demised premises (other than to clear or replace any glass in these doors and windows)

- (9) At least once in every seven years and in the last year of the term hereby granted howsoever determined to the reasonable satisfaction of the Council in a suitable and workmanlike manner to wash and decorate with two coats of good quality paint or varnish all the interior parts of the demised premises and all additions thereto usually painted or varnished and to wash emulsion and whiten all ceilings and colour and strip and repaper or otherwise decorate in a style appropriate to a property of like character all the wall surfaces of the demised premises Any redecoration carried out in the said last year of the term shall be in paint paper and other materials previously approved by the Council
- (10) At his own expense to execute and do all such works as may be directed in pursuance of any statutory enactment or otherwise by any national or local public authority or body to be executed or done at any time during the term hereby granted upon or in respect of the demised premises whether by the Council or Lessee thereof and to keep the Council indemnified against all claims demands and liabilities in respect of any such direction by any such authority or body
- (11) Not to do or permit or suffer to be done any act matter or thing on or in respect of the demised premises which contravenes the provisions of the Town and Country Planning Acts for the time being in force

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and to keep the Council indemnified against all claims demands and liabilities in respect of any such contravention

- (12) Not to carry out any Landlord's Works without the previous consent of the Council in writing such consent not to be unreasonably withheld **PROVIDED** that the Council may require the Lessee in connection with any Landlord's Works to submit detailed plans and specifications thereof to the Council and any Landlord's Works shall be carried out to the reasonable satisfaction of the Council in accordance with the said plans and specifications so far as approved by the Council
- (13) To permit the Council and other persons authorised by the Council at all reasonable times during the term hereby granted upon giving reasonable notice thereof to the Lessee except in the case of emergency) with or without workmen or others to enter the demised premises or any part thereof:-
 - (a) in the case of emergency to carry out work which in the opinion of the Director of Housing Services it is necessary to carry out immediately to remove or reduce a risk of damage or further damage to adjoining dwellings or of danger to the occupants thereof and in so far as this work relates to matters for which the Lessee is liable under any provision of this Lease the costs and expenses of such work incurred by the Council or its agents shall be a debt due to the Council from the Lessee and shall be repaid to the Council by the Lessee on demand

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- (b) to view the state of repair and condition thereof All defects and wants of repair then and there found for which the Lessee may be liable under any provision of this Lease shall be notified to the Lessee in writing and the Lessee shall and will within a period of three months after such notice or sooner if required repair and make good the same according to such notice Provided always that if the Lessee shall at any time make default in the performance of any of the covenants contained in this Lease for or relating to the repair of the demised premises or any part thereof or if the defects or wants of reparation specified in the notice given as aforesaid are not remedied by the Lessee within the period required in the said notice it shall be lawful for the Council (but without prejudice to the right of re-entry specified in Clause 4(a) of this Lease) to enter upon the demised premises and repair the same at the expense of the Lessee in accordance with the covenants and provisions of this Lease and the costs and expenses of such repairs incurred by the Council or its agents shall be a debt due to the Council from the Lessee and shall be repaid to the Council by the Lessee on demand
- (c) to repair any part of the said building or adjoining or contiguous premises and to make good repair maintain adapt improve rebuild cleanse decorate and keep in order and good condition the structure and exterior of the said building and all additions thereto and in particular but without prejudice to

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the generality thereof the roofs foundations walls joists beams chimney stacks gutters rainwater pipes and service media belonging to or serving or used for any part of the said building or adjoining or contiguous premises and to lay down maintain repair test disconnect stop up remove or renew drainage gas and water pipes and electric wires and cables and other such service media the Council or other persons exercising such right (as the case may be) doing no unnecessary damage and making good all damage occasioned thereby to the demised premises

(d) during reasonable hours in the day time only to make schedules or inventories of the fixtures and things to be yielded up at the expiration of the term hereby granted

(14) To pay all expenses incurred by the Council incidental to the preparation and service of any notice under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

(15) Upon the expiration or sooner determination of the term hereby granted quietly and peaceably to deliver up possession of the whole of the demised premises to the Council in the condition in which the same ought to be having regard to the covenants on the part of the Lessee contained in this Lease together with all additions and improvements made thereto and all fixtures which may at any time during the term hereby granted be affixed to or upon the demised Premises other than tenants fixtures

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- (16) Not to do or permit or suffer to be done any act or omission which may render any increased or extra premium payable for the insurance of the said building or any part thereof (including the insurance of the contents of any of the dwellings therein) or which may make void or voidable any such insurance or the insurance of premises of the Council adjoining the said building and so far as the Lessee is liable hereunder to comply in all respects with the reasonable requirements of the insurers with which the said building and such adjoining premises may for the time being be insured and forthwith to make good to the Council all loss or damage sustained by the Council consequent upon any breach of this provision
- (17) The Lessee shall within twenty one days of the date of every assignment underlease grant of probate or administration assent transfer mortgage charge discharge Order of Court or other event or document relating to the term hereby granted give notice thereof in writing to the Council and in the case of a document produce it to the Council for registration with the notice
- (18) Not to interfere with or obstruct any servant or workman employed by the Council in the performance of his duties in connection with the demised premises or the said building
- (19) To observe and ensure the members of the Lessee's household and the Lessee's visitors licensees servants and agents observe the following restrictions and regulations and all further or other rules and regulations made by the Council pursuant to Clause 4(c) of this

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Lease in addition to or in substitution for the said rules and regulations or any of them:-

- (i) Not to use the demised premises or permit the same to be used for any purpose whatsoever other than as a private dwellinghouse or for any purpose from which a danger or nuisance can arise to the owners and occupiers of the other dwellings within the said building or in the neighbourhood thereof or for any illegal or immoral purpose
- (ii) Not to do or permit or suffer anything to be done on the demised premises within the said building or curtilage thereof or in the neighbourhood thereof which may be a nuisance or annoyance to the occupiers or owners of dwellings in the said building and in the neighbourhood of the said building
- (iii) Not to do or permit or suffer to be done anything which interferes with the peace and comfort of or causes distress to any other resident in the neighbourhood of or within the said building and this includes action motivated by the racial or national origin of the person or persons affected thereby
- (iv) Not to erect any further dwelling or part of a dwelling on the demised premises or any part thereof
- (v) (a) Not to erect or cause to be erected any fence wall or other structure of whatever nature or plant or cause to be planted any trees shrubs bushes or hedges in front of the said building

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- (b) Not to place any other erection on the demised premises (including television aerials and structures on land forming part of the demised premises) without the previous consent in writing of the Council (such consent not to be unreasonably withheld)
- (vi) Not to permit the demised premises to be occupied by persons in excess of the permitted number as defined in Section 326 of the 1985 Act or any enactment amending or replacing that provision
- (vii) Not to commit or allow any waste or spoil on or about the demised premises or the said building or curtilage thereof and not to damage obstruct render inoperative disconnect redirect remove or in any way interfere with any service media fittings or appliances serving any other premises within the said building and whether or not jointly with the demised premises and not to use refuse chutes (if any) for large or unsuitable items of refuse
- (viii) Not to park or permit any motor car boat caravan or any other vehicle to be parked on any land forming part of the demised premises or on any land adjoining the said building or on any part thereof without the previous consent in writing of the Council
- (ix) To take all reasonable steps to ensure that the Lessee and members of his household guests and visitors do not use any green play area amenity area or open space in or about the

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estate on which the said building is situated in a manner that is likely to cause any nuisance to other residents

- (x) If the demised premises are a multi-storey flat:-
 - (a) not to bring pets other than a caged bird onto the demised premises or to permit pets other than a caged bird to be brought onto the demised premises
 - (b) not to use room or space heaters burning propane gas paraffin or any other flammable gas or liquid or any other fuel which the Council in its absolute discretion considers to be dangerous on the demised premises
- (xi) not to store petrol propane gas paraffin or any other flammable gas or liquid in the demised premises or any part thereof (including any garage store or shed forming part of the demised premises) except in such quantity as would be reasonably required for domestic purposes
- (xii) Not to leave in the entrance or passageways or on the stairways or landings or any other parts of the said building not forming part of the demised premises (except such part or parts as may be appropriated by the Council for that purpose) any bicycle tricycle invalid chair perambulator or other vehicle or any package object refuse bin or other article
- (xiii) Not to interfere or permit any other person to interfere with any fire fighting equipment located on those parts of the said building not comprising the demised premises and to report

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immediately any such interference to the Director of Housing Services (or the caretaker)

- (xiv) The exterior of the demised premises shall not be decorated otherwise than in a manner determined by the Council
- (xv) Subject to sub-paragraph (19)(x) of this Schedule to keep any domestic pets in the demised premises under proper control
The Council shall have the power upon notice given to the Lessee to restrict the number or prohibit the keeping of pets in the demised premises if such pets are not properly controlled create a nuisance to neighbours or cause damage to the demised premises
- (xvi) Subject to sub-paragraph (19)(x) of this Schedule not to keep any animals other than domestic pets in the demised premises without the prior written consent of the Council
- (xvii) To use the passenger lifts (if any) only for access to the demised premises and not for carrying goods and in accordance with the Council's requirements regarding their operation and loading
- (xviii) Not to use any hardstanding parking bay or garage provided for use in connection with the demised premises or other dwellings in the area or permit the same to be used for any purpose other than the parking of a motor vehicle and not to abandon or dump or permit to be abandoned or dumped any vehicle in such parking place or park or abandon any vehicle on the approach to or forecourt of any such garage

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- (xix) Not to carry out or permit the carrying out on the demised premises within the said building or curtilage thereof repairs to or the renovation of a motor vehicle except where the vehicle is owned by the Lessee or a member of his household **PROVIDED NEVERTHELESS** that the Council may by notice in writing restrict or prohibit the carrying out of such repairs or renovation either absolutely or to such times of the day or for such a period of time as the Council in its absolute discretion considers reasonable
- (xx) To pay a reasonable sum in place of the contribution the Lessee could be required to make if there were insurance in respect of damage or destruction by a cause in respect of which it is normal practice to insure but the Council has decided not to so insure
- (21) (20) To keep clean those passages landings staircases and other parts of the said building enjoyed or used by the Lessee in common with the owners and occupiers of one or more of the other dwellings in the said building which the Lessee was responsible for keeping clean when he was a secure tenant of the Council
- (22) (21) To sweep and thoroughly cleanse the chimneys or flues of the demised premises as and when necessary
- (23) (22) If the demised premises include any garden or amenity area to cultivate the same and keep all lawns and grass verges cut and trimmed to the reasonable satisfaction of the Council and to keep the

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same free from weeds and rubbish and to maintain any boundary hedge in respect of any garden or area (including preventing any such hedge overhanging footpaths or pedestrian rights of way)

(24) (23) If refuse chutes are provided in the building to dispose of refuse by using the refuse chutes except for large or unsuitable items which must be disposed of by arrangement with the caretaker

(25) (24) To provide a dustbin for use in connection with the demised premises

(26) (25) To observe the restrictive covenants under which the Council hold the demised premises set out in the Fourth Schedule hereto

(27) FOURTH SCHEDULE

(Original)

THE COMMON SEAL of THE)
COUNCIL OF THE BOROUGH)
OF LUTON was hereunto affixed)
in the presence of:-)

Authorised Signatory

Authorised Signatory

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DATED _____ **20**

LUTON BOROUGH COUNCIL

- to -

(30)

LEASE

- of -

(31)

**(32) All of which said land forms
part of title number BD**

Term Commences
Right of First Refusal first 10 years
Term 125 years
Lease for all flats
and maisonettes
Term Expires

Rent £10 yearly

F:\O'CONNOR\JOB(18)M