

DATED _____ **2024**

QUEEN'S CLUB GARDENS LIMITED (1)

and

[_____] (2)

LEASE

Relating to [_____] Mansions, Queen's Club
Gardens, London, W14 [_____]

Service Charge: [_____] %

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**Solicitors and
Parliamentary Agents**

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PRESCRIBED CLAUSES

LR1. Date of the Lease	
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s) 446240 (the "Landlords Title Number" and the "Landlord's Title")</p> <p>LR2.2 Other title numbers [Tenants existing title number[s]] (the "Tenants Title Number")</p>
LR3. Parties to this lease	<p>Landlord QUEEN'S CLUB GARDENS LIMITED (Company Registration Number 2753094) of Estate Office, Zenobia Mansions, Queens Club Gardens, London W14 9TD (the "Landlord")</p> <p>Tenant [] [of/ both of] [] (the "Tenant")</p>
LR4. Property	<p>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.</p> <p>The flat referred to on the cover page of this lease and defined in the First Schedule of it (the "Demised Premises")</p>
LR5. Prescribed statements etc	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003</p> <p>None</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>None</p>
LR6. Term for which the Property is leased	999 years from 24 June 2022 (the "Term")
LR7. Premium	Nil
LR8. Prohibitions or restrictions on disposing	This lease contains a provision that prohibits or restricts

of this lease.	dispositions.
LR9. Rights of acquisitions etc.	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Landlord's Estate, or to acquire an interest in other land.</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Landlord's Estate	None
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>See Second Schedule</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>See Third Schedule</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	<p>The Parties to this lease apply to enter the following standard form of restriction against the title of the Property:</p> <p>None</p>
LR14. Declaration of Trust where there is more than one person comprising the Tenant	<p>[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenant.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust <i>[in equal shares/other]</i></p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust</p>

	<i>[Complete as necessary]</i>
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HM LAND REGISTRY
Land Registration Acts 1925 - 1986

ADMINISTRATIVE AREA: London Borough of Hammersmith and Fulham
TITLE NUMBER: The Landlord's Title Number
PROPERTY: The Demised Premises

THIS LEASE is made on the date stated in the prescribed clauses **BETWEEN** the Landlord of the one part and the person or persons specified as the Tenant of the other part

RECITALS

- (a) This deed is supplemental to the Existing Lease
- (b) The Landlord is registered at Land Registry as proprietor of the freehold reversion to the Property
- (c) The Property as demised by the Existing Lease is now vested in the Tenant for all the unexpired residue of the term created by the Existing Lease subject to the rent thereby reserved and to the Tenant's covenants and conditions therein contained
- (d) The Landlord has agreed to grant the Tenant a new lease on the terms set out below in consideration for the Tenant surrendering the Existing Lease to the Landlord

NOW THIS DEED WITNESSETH as follows:

- 1. IN this Deed where the context so admits or requires the expressions defined in the Prescribed Clauses have the meanings assigned to them there and it is further agreed that:
 - (1) "Accounting Period" means a period commencing on 1st January and ending on 31st December in any year

- (2) "the Annual Rent" means the annual rent specified in the Existing Lease until it would have elapsed (on 23 June 2110) and then a peppercorn (if demanded) per annum thereafter
- (3) "the Buildings" mean the buildings known as Arnold Mansions Brandon Mansions Chaucer Mansions Dryden Mansions Evelyn Mansions Faraday Mansions Gainsborough Mansions Heber Mansions Irving Mansions Jessel Mansions Johnson Mansions Kenyon Mansions Kingsley Mansions Leighton Mansions Livingstone Mansions Melbourne Mansions Milton Mansions Newton Mansions Owen Mansions Palmerston Mansions Playfair Mansions Purcell Mansions Quain Mansions Ruskin Mansions Spencer Mansions Tennyson Mansions Unwin Mansions Vernon Mansions Victoria Mansions Wellington Mansions Wordsworth Mansions Yarrell Mansions and Zenobia Mansions and being part of the property comprised in Title Number 446240 whilst all in one ownership will be managed as one estate and for the purposes of calculating the Service Charge payable hereunder and of interpreting the provisions of Clause 5(5) and of the Fifth Schedule of this lease the above-named Buildings will be treated as one entity and will be deemed to be the Building referred to in Clause 5(5) hereof and the Fifth Schedule hereto
- (4) "the Central Gardens" means the gardens in the centre of the Buildings including the tennis courts
- (5) "the Common Parts" means all main entrances passages landings staircases front and rear external gardens Central Gardens gates access yards roads footpaths parking areas and garage spaces (if any) passenger lifts (if any) means to refuse disposal (if any) and other areas included in the Landlord's Title provided by the Landlord for the common use of residents in the Building and their visitors and not subject to any lease or tenancy to which the Landlord is entitled to the reversion
- (6) "the Excepted Rights" means the easements rights and privileges specified in the Third Schedule
- (7) "the Existing Lease" means the following lease(s):

Lease dated [] and made between (1) [] and (2) [] and [Lease dated [] and made between (1) [] and (2) [] [as varied by a Deed of Variation dated [] and made between (1) [] and (2) []].

- (8) "the Flat Owners" means the tenants and their successors in title of the other flats in the Building who may from time to time hold the same upon terms substantially similar to this lease
 - (9) "the Included Rights" means the easements rights and privileges specified in the Second Schedule
 - (10) "Interest" means 4% above the base rate from time to time of Lloyds Bank PLC or if that rate is no longer used or published a comparable commercial rate reasonably determined by the Landlord
 - (11) "the Landlord" includes the successors in title of the Landlord
 - (12) Other than for the purpose of calculating the percentage of the Service Charge payable hereunder and for the purpose of interpreting the provisions of Clause 5(5) and the Fifth Schedule "the Building" means the Building of which the Demised Premises form part
 - (13) "the Tenant" includes the successors in title of the Tenant
2. **IN** consideration of the surrender of the Existing Lease (which the Landlord hereby accepts) and the respective rents and the covenants hereinafter reserved and contained the Landlord **HEREBY DEMISES** with full title guarantee unto the Tenant **ALL THOSE** Demised Premises **TOGETHER WITH** the Included Rights but **EXCEPT AND RESERVING** unto the Landlord and the tenants of the other flats in the Building the Excepted Rights **TO HOLD** the Demised Premises unto the Tenant for the Term (subject to the burden of the covenants or agreements already entered into by the Landlord with the Flat Owners for the observance of the regulations set out in the Fourth Schedule hereto) **YIELDING AND PAYING** to the Landlord therefor yearly during the Term the Annual Rent by equal payments in advance on the First day of January and the First day of July in every year free of all deductions whatsoever the first payment (being a proportionate part of the Annual Rent calculated from the date hereof to the day for payment of rent next following) to be made on the execution hereof
3. **THE** Tenant **HEREBY COVENANTS** with the Landlord as follows
- (1) To pay the rents hereby reserved at the times and in manner provided without any deduction

- (2) To pay all rates taxes duties assessments charges impositions and outgoings which may now or at any time be assessed charged or imposed upon the Demised Premises or any part thereof or the owner or occupier in respect thereof
- (3) To permit the Landlord and their duly authorised Surveyors or Agents with or without workmen at all reasonable times by appointment (but at any time in case of emergency) to enter into and upon the Demised Premises or any part thereof for the purpose of viewing and examining the state of repair thereof
- (4) In accordance with the Tenant's covenants in that behalf hereinafter contained to repair decorate and make good all defects in the repair decoration and condition of the Demised Premises of which notice in writing shall be given by the Landlord to the Tenant within two calendar months next after the giving of such notice
- (5) Not at any time during the Term to make any alterations in or additions to the Demised Premises or any part thereof or to cut maim alter or injure any of the walls or timbers thereof or to alter the landlords' fixtures therein without first having made a written application (accompanied by all relevant plans and specifications) in respect thereof to the Landlord and secondly having received the written consent of the Landlord provided that the Landlord may require that such consent is documented by way of deed and/or that as a condition of granting such consent that the Tenant pay a security deposit equal to 5% of the value (as determined by the Landlord's surveyor) of the proposed works or one thousand pounds (£1,000.00) whichever is the greater and any reasonable administration fees charged by the Landlord or its agents in this regard and that this be documented in such form as the Landlord requires acting reasonably
- (6) If at any time during the Term the Tenant shall make default in the performance of any of the covenants herein contained for or relating to the repair decoration or maintenance of the Demised Premises then to permit the Landlord at all reasonable times during the Term with or without workmen and others to enter upon the Demised Premises and repair decorate maintain or reinstate the same at the expense of the Tenant (but so that no such entry repair decoration maintenance or reinstatement shall prejudice the right of re-entry under the provisions hereinafter contained) and to repay to the Landlord on demand the cost of such repair decoration maintenance or reinstatement (including any Solicitors' Counsel's and

Surveyors' costs and fees reasonably incurred by the Landlord in respect thereof) such cost to be recoverable by the Landlord as if the same were rent in arrear

- (7) (a) Not at any time to assign, sublet or part with possession of the whole or part of the Demised Premises or to permit or suffer the same to be done save by way of an assignment or subletting of the whole in compliance with the following sub clauses
- (b) Not at any time to assign or sublet for a period exceeding thirty six (36) months the Demised Premises or permit or suffer the same to be done unless there shall previously have been executed at the expense of the Tenant and delivered to the Landlord for retention by them a Deed expressed to be made between the Landlord of the first part the Tenant of the second part and the person or persons to whom it is proposed to assign or sublet or as aforesaid of the third part whereby the person to whom it is proposed to assign or sublet shall have covenanted directly with the Landlord to observe and perform throughout the Term the covenants on the part of the Tenant herein contained including the covenant contained in this sub-clause but excluding in the case of a subletting the covenant to pay the rents and service charge hereby reserved **Provided Always** that the Landlord shall not themselves be required to execute such Deed
- (c) Not to sublet for a period of less than 6 months at a time
- (d) Not to sublet without incorporating obligations into the agreement with the sub lessee on the sub lessee's part in the same terms as those set out in the fourth schedule of this lease
- (8) Within four weeks after any transfer assignment subletting charging (whether mediate or immediate) or devolution of the Demised Premises to give notice in writing of such transfer assignment subletting charging or devolution and of the name and address and description of the assignee sublessee chargee or person upon whom the relevant term or any part thereof may have devolved (as the case may be) and to deliver to the Landlord or their Solicitors within such time as aforesaid a verified copy of every instrument of transfer assignment subletting charging or devolution and every Probate Letters of Administration Order of the Court or other instrument effecting or evidencing the same and to pay to the

Landlord a fee of thirty five pounds (£35.00) or such greater sum as the Landlord shall reasonably demand for the registration of every such notice from time to time

- (9) To pay on demand the costs and expenses of the Landlord (including any solicitors' surveyors' or other professionals' fees, costs and expenses and any VAT on them) assessed on a full indemnity basis (both during and after the end of the Term) in connection with or in contemplation of any of the following:
- (a) 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
 - (b) preparing and serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995
 - (c) preparing and service any notice to inspect the state of repair and condition
 - (d) 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)
 - (e) the enforcement of any of the covenants on the Tenant's part
- (10) Upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the Demised Premises or any part thereof whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any sub-tenant or other person whatsoever forthwith so far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof require the Tenant so to do to comply therewith at the Tenant's own expense and forthwith to deliver to the Landlord a true copy of such notice order direction or other thing and if so required by the Landlord to join with the Landlord in making such representation to that or any other appropriate authority or Court concerning any requirement or proposal affecting the Demised Premises or any part thereof or the Building as the Landlord may consider desirable and to join with the Landlord in any such appeal or

application to the Court against such notice order direction or other thing as the Landlord may consider desirable

- (11) Not at any time to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 2008 or any enactment amending or replacing the same and to keep the Landlord indemnified against all claims demands and liabilities in respect thereof
 - (12) To comply in all respects at the Tenant's own cost with the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any authority or the appropriate Minister or Court so far as the same affect the Demised Premises (whether the same are to be complied with by the Landlord the Tenant or the occupier) and forthwith to give notice in writing to the Landlord of the giving of such order direction or requirement as aforesaid and to keep the Landlord indemnified against all claims demands and liabilities in respect thereof
 - (13) At the expiration or sooner determination of the Term quietly to yield up unto the Landlord the Demised Premises in such repair and condition as hereby provided together with all additions and improvements thereto made in the meantime and all fixtures (other than Tenant's fixtures) in or upon or which during the Term may be placed in or upon the same
 - (14) To immediately notify the Landlord in writing of any defect in the Demised Premises and to indemnify the Landlord for any liability to third parties falling on the Landlord as a result of default by the Tenant
 - (15) To pay Interest to the Landlord (both before and after judgment) on any Rent, Service Charge or other payment due under this lease and not paid within 21 days of the date it is due such interest shall accrue on a daily basis for the period from the due date to and including the date of payment
4. **THE** Tenant hereby **COVENANTS** with the Landlord and with and for the benefit of the Flat Owners that throughout the term the Tenant will:

- (1) Repair maintain renew uphold and keep the Demised Premises and all parts thereof including so far as the same form part of or are within the Demised Premises all windows glass and doors (including the entrance door to the Demised Premises) locks fastenings and hinges sanitary water gas and electrical apparatus and walls and ceilings drains pipes wires and cables and all fixtures and additions in good and substantial repair and condition save as to damage in respect of which the Landlord are entitled to claim under any policy of insurance maintained by the Landlord in accordance with their covenant in that behalf hereinafter contained except in so far as such policy may have been vitiated by the act or default of the Tenant or any person claiming through the Tenant or his or their servants agents licensees or visitors
- (2) In every fifth year calculated from the commencement of the term and in the last year of the term (howsoever determined) to paint twice and paper varnish coloured grain and whitewash all the inside parts of the Demised Premises respectively heretofore or usually painted papered varnished coloured grained and whitewashed
- (3) Permit the Landlord and each tenant of a flat in the Building or any immediately adjoining Building currently comprised in Title Number 446240 with or without workmen and all other persons authorised by any of them at all reasonable times by appointment (but at any time in case of emergencies) during the Term to enter into and upon the Demised Premises or any part thereof for the purpose of repairing or altering any part of the Building or executing repairs or alterations to any adjoining or contiguous premises or for the purpose of making repairing maintaining supporting rebuilding cleansing lighting or keeping in good order and condition the Common Parts and all roofs foundations damp courses tanks sewers drains pipes cables watercourses gutters wires party or other structures or other conveniences belonging to or serving or used for the Building or any part thereof and also for the purpose of laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables and for similar purposes and also for the purpose of cutting off water to the Demised Premises or any other premises in the Building in respect whereof the tenant or occupier shall have made default in paying his share of the water rate the Landlord or the tenant so entering or authorising entry (as the case may be) making good all damage occasioned to the Demised Premises

- (4) Pay the Interim Charge and the Service Charge at all times and in the manner provided in the Fifth Schedule hereto both such Charges to be recoverable in default as rent in arrears
 - (5) Observe and perform the regulations in the Fourth Schedule hereto **PROVIDED** that the Landlord reserves the right to modify or waive such regulations in its absolute discretion
 - (6) To observe and perform by way of indemnity only the restrictive covenants (if any) set out or referred to in the Charges Register of the Landlord's Title so far as they relate to the Demised Premises
5. **THE** Landlord with the intent to bind themselves and their successors in title the persons for the time being entitled to the reversion of the Demised Premises immediately expectant on this Lease but not to bind themselves after they shall have parted with such reversion or to incur further liability thereafter **HEREBY COVENANT** with the Tenant as follows:-
- (1) That the Tenant paying the respective rents hereby reserved and performing and observing the covenants conditions and agreements herein contained and on the part of the Tenant to be performed and observed shall peaceably hold and enjoy the Demised Premises (subject to the Excepted Rights) during the Term without any lawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord
 - (2) That every lease or tenancy agreement of a Flat in the Building hereafter granted by the Landlord shall contain regulations to be observed by the tenant thereof in similar terms as those contained in the Fourth Schedule hereto and also covenants of a similar nature to those contained in Clause 4 of this Lease
 - (3) As to the parts of the Building retained by the Landlord or which may come into the possession of the Landlord by the determination of expiration of the lease or tenancy of any part of the Building at all times during the term hereby granted to observe and perform the regulations specified in the Fourth Schedule hereto
 - (4) At the request of the Tenant and subject to payment by the Tenant of (and provision beforehand of security for) the costs of the Landlord on a complete indemnity basis

to enforce any covenants entered into with the Landlord by a tenant of any flats in the Building of a similar nature to those contained in Clause 4 of this Lease

(5) Subject to and conditional upon payment being made by the Tenant of the Interim Charge and the Service Charge at the times and in the manner hereinbefore provided:

(a) To maintain and keep in good and substantial repair and condition:

(i) the main structure of the Building including the principal internal timbers and the exterior walls and the foundations and the roof thereof with its main water tanks main drains gutters and rainwater pipes (other than those included in this demise or in the demise of any other Flats in the Building)

(ii) all such gas and water mains and pipes drains wastewater and sewage ducts and electric cables and wires as may by virtue of the terms of this Lease be enjoyed or used by the Tenant in common with the owners or tenants of the other Flats in the Building

(iii) the Common Parts

(iv) the boundary walls and fences of the Building

(v) the flat or flats or premises (including without limiting the meaning of "premises" meeting rooms, sheds, staff rooms, workshops and site offices in existence now or in the future) whether in the Building or not occupied or used by any caretakers porters maintenance staff or other persons employed by the Landlord in accordance with the provisions of Clause 5(5)(f) hereof

(vi) all other parts of the Building not included in the foregoing subparagraphs (i) to (iv) and not included in this demise or the demise of any other flats or part of the Building

(b) As and when the Landlord shall deem necessary

- (i) to paint the whole of the outside wood iron and other work of the Building heretofore or usually painted and grain and varnish such external parts as have been heretofore or are usually grained and varnished
 - (ii) to paint varnish colour grain and whitewash such of the interior parts of the Building as have been or are usually painted papered coloured grained and whitewashed (other than those parts which are included in this demise or in the demise of any other flats in the Building)
 - (iii) to paint paper varnish colour grain and whitewash such of the parts of any flat or flats or accommodation occupied or used by any caretakers porters maintenance staff or other persons employed by the Landlord in accordance with the provisions of Clause 5(5)(f) hereof as have been or are usually painted papered varnished coloured grained and whitewashed
- (c) To insure and keep insured the Building (unless such insurance shall be vitiated by any act or default of the Tenant or any person claiming through the Tenant or his or their servants agents licensees or visitors) against loss or damage by fire explosion storm tempest earthquake aircraft and risk of explosion and damage in connection with the boilers and heating apparatus and all plant associated therewith and such other risks (if any) as the Landlord think fit in some Insurance Office of repute in the full value thereof including an amount to cover professional fees and other incidental expenses in connection with the rebuilding and reinstating thereof and to insure the fixtures and fittings plant and machinery of the Landlord against such risks as are usually covered by a Flat Owners' Comprehensive Policy and to insure against third party claims made against the Landlord in respect of management of the Building and in the event of the Building or any part thereof being damaged or destroyed by fire or other insured risks as soon as reasonably practicable to lay out the Insurance moneys in the repair rebuilding or reinstatement of the premises so damaged or destroyed subject to the Landlord at all times being able to obtain all necessary licences consents and permissions from all relevant authorities in this respect **PROVIDED ALWAYS** that if for any reason other than default of the Landlord the obligation on their part hereinbefore contained to rebuild or otherwise make good such destruction or damage as aforesaid becomes impossible of performance the said obligation shall

thereupon be deemed to have been discharged and the Landlord shall stand possessed of all moneys paid to them under and by virtue of the Policies of Insurance hereinbefore required to be maintained upon trust to pay to the Tenant subject to the written consent first being obtained of any mortgagee who has served upon the Landlords notice of its interest in the demised premises such proportion (if any) of the said moneys as may be agreed in writing between the Landlord and the Tenant or in default of agreement as aforesaid as shall be determined by a Valuer appointed by the President for the time being of the Royal Institution of Chartered Surveyors upon the request of the Landlords or the Tenant to be fair and reasonable having regard only to the relative values of the respective interests of the Landlord and the Tenant in the Demised Premises immediately before the occurrence of the said destruction or damage and it is hereby declared that any such determination as aforesaid shall be deemed to be made by the said Valuer as an expert and not as an Arbitrator

- (d) To keep clean and where appropriate lighted the Common parts and to keep clean the windows in the Common parts and where appropriate to furnish the Common Parts in such style and manner as the Landlord shall from time to time in their absolute discretion think fit
- (e) To pay and discharge any rates (including water rates) taxes duties assessments charges impositions and outgoings assessed charged or imposed on the Building and the Curtilage thereof as distinct from any assessment made in respect of any Flats in the Building but including the rates (including water rates) assessed on any Flat or Flats or accommodation whether in the Building or not occupied or used by any caretaker porter maintenance staff or other person employed by the Landlord in accordance with the provisions of Clause 5(5)(f) hereof and also all or any other outgoings payable in respect of such accommodation
- (f) For the purpose of performing the covenants on the part of the Landlord herein contained at their discretion to employ on such terms and conditions as the Landlord shall think fit one or more caretakers porters maintenance staff gardeners cleaners or such other persons as the Landlord may from time to time in their absolute discretion consider necessary and in particular to provide premises either in the Building or elsewhere (free from payment of rents or

rates by the occupier) and any other services considered necessary by the Landlord for them whilst in the employ of the Landlord

- (g) At the discretion of the Landlord either
 - (i) To employ a person firm or company (whether associated or connected with the Landlord or not) as managing agents to manage the Building and to compute and collect the rents payable in respect of the Building or any part thereof; or
 - (ii) To perform any service or exercise any function including the computation or collection of rent as aforesaid as might be performed or exercised by a managing agent appointed in pursuance of the last preceding sub-paragraph
- (h) To employ all such surveyors builders architects engineers tradesmen accountants or other professional persons as may in the opinion of the Landlord or their managing agents be necessary or desirable for the proper maintenance safety and administration or management of the Building
- (i) For the purpose of calculating the Total Expenditure (as defined in paragraph 1(1) of the Fifth Schedule to this Lease) the cost to the Landlord of performing their obligations under this sub-clause in any Accounting Period shall be that charged by the managing agents employed by the Landlord based on fees normally charged by managing agents managing a property similar to the Building if the Landlord shall themselves perform the duties of managing agent then such fees equivalent to the fees charged by a reputable Managing Agent based as aforesaid
- (j) To maintain (if and when installed by the Landlord at their discretion) a rented communal television aerial or aerials serving the Building and to pay all expenses in connection with the installation and maintenance thereof
- (k) To maintain any existing fire extinguishers and install such further extinguishers and/or fire related equipment/systems as the Landlord may from time to time consider necessary and pay all charges in connection with the installation and maintenance thereof

- (l) To maintain and where necessary renew or replace any lift and ancillary equipment relating thereto and maintain insurance against risks of breakdown and third party claims in respect of the lift and lift equipment and mechanism in such amounts and on such terms as the landlords shall from time to time think fit
- (m) To maintain if and when installed an entry control system serving the main entrances to the Building including the current audio/ video system
- (n) Without prejudice to the foregoing to do or cause to be done all such works installations acts matters and things as in the absolute discretion of the Landlord may be considered desirable, necessary or advisable for the proper maintenance safety, amenity or administration of the Building or the Common Parts including the provision of new facilities, equipment and services for the benefit of Flat Owners
- (o) Subject to legislation permitting to set aside (which setting aside shall for the purposes of the Fifth Schedule hereto be deemed an item of expenditure incurred by the Landlord) such sums of money as the Landlord shall reasonably require to meet such future costs as the Landlord shall reasonably expect to incur of replacing maintaining and renewing those items which the Landlord have hereby covenanted to replace maintain or renew and the Landlord shall hold such sums of money and all interest earned thereon upon trust to expend them in subsequent years in pursuance of Clause 5(5) hereof and subject thereto upon trust for the Flat Owners absolutely provided that the Landlord may in its discretion apply monies received in this regard towards the Service Charge
- (p) To maintain the Central Gardens of Queen's Club Gardens in a reasonable manner
- (q) To act fairly and reasonably in carrying out their obligations under Clause 5 hereof and at all times to manage and maintain the Building economically and efficiently

6. **PROVIDED ALWAYS** and this Lease is made upon condition that if the respective rents hereby reserved or any part of the same respectively shall at any time be in arrear and unpaid for twenty one days after the same shall have become due (whether any formal or legal demand therefore shall have been made or not) or the Tenant shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions herein contained and on the part of the Tenant to be performed or observed then it shall be lawful for the Landlord to re-enter upon the Demised Premises or any part thereof in the name of the whole and peaceably to hold and enjoy the Demised Premises thenceforth as if this Lease had not been made and the term hereby granted shall absolutely determine but without prejudice to any rights of action or remedy of the Landlord

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

(1) Except so far as the same may be insured by any policy maintained under Clause 5(5) hereof the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of:

(a) any loss or inconvenience occasioned by the closing or breakdown of any lift or by the failure of power supply to the lift or whilst any repairs are carried out thereto

(b) any accidents that may occur to the Tenant or any other person using any lift or any interruption of any of the services hereinbefore mentioned from whatever cause beyond the Landlord's control

(c) any damage suffered by the Tenant or any servant agent or workman of the Tenant or any member of the Tenant's family or any licensee of his through any defect in any fixture pipe wire tube meter staircase or thing in or upon the Building or any part thereof

(d) any act neglect default omission misfeasance or non-feasance of any caretaker porter or other of the Landlord's staff servants or any person acting under such caretaker porter staff or servants

(e) any loss or damage or interference or annoyance suffered by the Tenant during the carrying out by the Landlord of repairs decorations additions alterations or other works whether structural or otherwise which may appear to

the Landlord to be necessary or desirable to the Demised premises or to the Building provided the same are carried out with proper skill and care

- (f) any moneys held on account of the Service Charge or set aside pursuant to Clause 5(5)(o) hereof which after the Landlord have parted with the reversion to the Demised Premises have been duly paid to the Purchasers of the reversion or their duly authorised Managing Agents
 - (g) any interruption in the services to be provided pursuant to clause 5(5) or otherwise unless and until the Tenant has given the Landlord notice of the failure or interruption and the Landlord has not remedied it within a reasonable time from such notice
- (2) Nothing in this lease shall impose any obligations on the Landlord to provide or install any system or service not in existence at the date hereof provided that in the event the Landlord does so the cost incurred by it shall form part of the Total Expenditure
- (3) If the Demised Premises or any part thereof or the means of access thereto shall at any time be destroyed or damaged by any of the risks against which the Landlord are liable to insure under the Landlord's covenants in that behalf hereinbefore contained so as to render the same unfit for occupation or use then and in every such case (except as hereinafter provided) the Annual Rent or a proportionate part thereof according to the nature and extent of the damage sustained shall cease to be payable in respect of any period during which the Demised Premises or the damaged portion thereof shall not have been restored to a condition fit for occupation and use but so that this provision shall not apply as regards to any damage against which the Landlord shall have effected any such policy of insurance as is mentioned in the Landlord' covenants in that behalf hereinbefore contained if payment of the money assured by any such policy or of any part of such money shall be refused in consequence of any act omission or default of the Tenant or any person claiming through the Tenant or his or their servants agents licensees or visitors and any dispute or difference between the Landlord and the Tenant with regard to this sub-clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory enactment in that behalf for the time being in force

- (4) No caretakers porters maintenance staff or other persons employed by the Landlord in accordance with the provisions of Clause 5(5)(f) hereof shall be under any obligation to furnish attendance or make available their services to the Tenant and in the event of any such person employed as aforesaid rendering any services to the Tenant such person shall be deemed to be the servant of the Tenant for all purposes and the Landlord shall not be responsible for the manner in which such services are performed nor for any damage to the Tenant or other persons arising therefrom
- (5) If at any time the Landlord shall consider it would be in the general interests of the Flat Owners so to do the Landlord shall have power to discontinue any of the services supplied to the Building which in the opinion of the Landlord shall have become impracticable obsolete unnecessary or excessively costly. Provided that in deciding whether or not to discontinue any such matter the Landlord shall first consider the views and wishes of the majority of the Flat Owners
- (6) (a) ANY notice in writing certificate or other document required or authorised to be given or served hereunder shall be sufficient although only addressed to "the tenant" without his name or generally to the person interested without any name and notwithstanding that any person to be affected thereby is absent under disability or unascertained and shall be sufficiently given or served if it is left at the last known place of abode or business of the Tenant or other person to or upon whom it is to be given or served or is affixed or left on the Demised Premises
- (b) Any such notice in writing certificate or other document as aforesaid shall also be sufficiently given or served if it is sent by ordinary post in a prepaid letter addressed to the person to or upon whom it is to be given or served by name at the aforesaid place of abode or business and if the same is not returned through the Post Office within seven days of posting it shall be deemed to have been received or served at the time at which it would in the ordinary course have been delivered
- (7) Section 61 of the Law of Property Act 1925 shall apply in the construction of this Lease

- (8) Where the Tenant consists of two or more persons all covenants and agreements by and with the Tenant shall be construed as covenants and agreements by and with such persons jointly and severally
- (9) The Annual Rent, Service Charge and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law)
- (10) Any consent given by the Landlord under this lease may be granted subject to reasonable conditions
- (11) 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) This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter
- (13) A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act
- (14) 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
- (15) 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
- (16) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims) save in so far as another provision of this lease provides otherwise

8. IT IS hereby certified that there is no agreement for lease to which this lease gives effect

IN WITNESS whereof the parties hereto have duly signed sealed and executed this Lease as a Deed on the date as specified in the prescribed clauses

THE FIRST SCHEDULE

The Demised Premises

The flat specified in the prescribed clauses as the same is shown edged red on the plan annexed hereto including:

- (a) The internal plastered coverings and plaster work of the walls bounding the flat and the doors and door frames and windows and window frames fitted in such walls (other than the external surfaces of such doors door frames and windows and window frames) and the glass fitted in such windows; and
- (b) The plastered coverings and plaster work of the walls and partitions lying within the flat and the doors and door frames fitted in such walls and partitions; and
- (c) The plastered coverings and plaster work of the ceilings and the surfaces of the floors including the whole of the floorboards; and
- (d) All conduits which are laid in any part of the Building and serve exclusively the flat; and
- (e) All fixtures and fittings in or about the flat and not hereafter expressly excluded from this demise

But not including:

- (i) any part or parts of the Building (other than any conduits expressly included in this demise) lying above the said surfaces of the ceilings or below the said floor surfaces
- (ii) any of the main timbers and joists of the Building or any of the walls or partitions therein (whether internal or external) except such of the plastered surfaces thereof and the doors and door frames fitted therein as are expressly included in this demise
- (iii) any conduits in the Building which do not serve the flat exclusively

THE SECOND SCHEDULE

The Included Rights

If and so long as the Tenant shall punctually make payment of the Interim Charge and the Service Charge at the times and in the manner hereinbefore provided:

1. Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the permitted user of the Demised Premises to go pass and repass over and through and along the Common Parts including the main entrances and the passages landings halls and staircases leading to the Demised Premises **PROVIDED ALWAYS** the Landlord shall have the right temporarily to close or divert any of the Common Parts and the right to let garages or garage spaces (if any) subject to leaving available reasonable and sufficient means of access to and from the Demised Premises
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and/or any immediately adjoining Building comprised in the Landlord's Title Number as enjoyed at the date hereof
3. The right (in common with all other persons entitled to the like right) to free and uninterrupted passage and running of water and soil gas and electricity from and to the Demised Premises through the storage tanks sewers drains and watercourses cables pipes and wires which now are or may at any time be laid in or through the Building and any immediately adjoining Building as aforesaid and the Common Parts and serve the Demised Premises
4. The right for the Tenant with servants workmen and others at all reasonable times upon giving three days previous notice in writing (or in case of emergency at any time without notice) to enter into and upon other parts of the Building and any said adjoining Building and the Common Parts for the purpose of:
 - (a) repairing cleansing maintaining or renewing any such storage tanks sewers drains and watercourse cables pipes and wires; or
 - (b) repairing and maintaining and carrying out permitted alterations or other building works to the Demised Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Demised Premises subject in either

case to the Tenant causing as little disturbance as possible and making good any damage caused

5. The benefit (in common with the other persons entitled thereto) of any covenants or agreements entered into by a tenant of any other Flat in the Building or any such adjoining Building with the Landlord similar to those contained in Clause 4 of this lease
6. The right (in common with all others entitled to the like right) to connect any wireless or television set in the Demised premises with any aerials in the Building for the time being provided by or on behalf of the Landlord Provided that nothing therein contained shall oblige the Landlord to provide any such aerials
7. The exclusive right of use of any balcony that can only be accessed from the Demised Premises subject to keeping the said balcony clean and tidy and keeping the drains, gutters and rainwater pipes serving the same clear and not at any time to do or permit the doing of any damage whatsoever to the said balcony and in the event that the Tenant breaches its obligations with regard to the balcony then to allow the Landlord access to undertake remedial works and to reimburse the Landlord on demand for the cost incurred in this regard. The Tenant shall not hang or expose clothes or other articles on the balcony

THE THIRD SCHEDULE

The Excepted Rights

1. Easements rights and privileges over along through and in respect of the Demised Premises equivalent to those set forth in Paragraphs 2, 3 and 4 of the Second Schedule to this Lease but free from the liability to determination on non-payment of the Interim Charge and the Service Charge
2. Full right and liberty for the Landlord and their duly authorised surveyors or agents with or without workmen and others upon giving three days' previous notice in writing at all reasonable times (or in case of emergency at any time without notice) to enter the Demised Premises for the purpose of carrying out any of their obligations under Clause 5(5) of this Lease
3. The right to erect and maintain such wireless and television aerials on the roof of the Building as the Landlord may deem appropriate for the use of the occupiers of the Building and to run wires connecting such aerial or aerials through the Demised Premises
4. Full right and liberty for the Landlord in their absolute discretion to deal as they may think fit with any part of the Building or any lands or premises adjacent or near to the Building and to erect thereon any buildings whatsoever and to make any alterations and carry out any demolition rebuilding or other works which they may think fit or desire to do whether such buildings alterations or works shall or shall not affect or diminish the light or air which may now or at any time during the term hereby granted be enjoyed by the Tenant **AND PROVIDED** that any such works of construction demolition or alteration are carried out with due regard to modern standards and method of building and workmanship the Tenant shall permit such works to continue without interference or objection

THE FOURTH SCHEDULE

Regulations

1. Not at any time to use or occupy or permit the Demised Premises to be used or occupied except as a private residential flat only
2. Not at any time to use or permit the use of either the Demised Premises or any part thereof for business purposes
3. Not to use or permit or suffer the use of the Demised Premises for any noisy purpose or to do or permit or suffer in or upon the Demised Premises or any part thereof any sale by auction or any illegal or immoral act or any act or thing which may be or become a nuisance or annoyance or cause damage to the Landlord or the tenants of the Landlord or the occupiers of any part of the Building or of any adjoining or neighbouring premises
4. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Building or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Demised Premises and to repay to the Landlord all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this regulation all such payments to be recoverable as rent in arrear
5. Not to throw or permit to be thrown any dirt rubbish rags or other refuse into the sinks baths lavatories cisterns or waste or soil pipes in the Demised Premises
6. Not to play or use or permit the playing or use of any musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind nor to practise or permit the practising of any singing or dancing in the Demised Premises either:
 - (a) between the hours of eleven p.m. and eight a.m. or
 - (b) at any other time or times so as to cause any nuisance or annoyance to any of the other owners tenants or occupiers of the Building and for the purposes hereof the decision of the Managing Agents for the time being of the Landlord (or of a Surveyor appointed by the Landlord for the purposes of this Clause) as to what constitutes a nuisance or annoyance shall be final and binding on the parties

7. Not at any time to put on or in any window or balcony (if any) or on the exterior of the Demised Premises so as to be visible from outside any name writing drawing signboard plate placard or advertisement of any kind whatever or any unsightly object or anything which in the opinion of the Landlord is offensive
8. Not to hang or expose in or upon any part of the Demised Premises so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the Demised Premises any flower box pot or other like object nor to shake any mats brooms or other articles inside any part of the Building (other than the Demised Premises) or out of the windows either of the Demised Premises or of any other part of the Building
9. Not to keep any bird reptile dog or other animal in the Demised Premises without the previous consent in writing of the Landlord which may be given by the Landlord or their Managing Agents for the time being such consent to be revocable by notice in writing at any time on complaint of any nuisance or annoyance being caused to any owner tenant or occupier of any other flats in the Building
10. Not to erect any external wireless or television aerial
11. Not to use on the Demised Premises any electrical device without an effective suppressor fitted thereto
12. Not without the Landlord's prior written consent to leave or park or permit to be left or parked in or on any approach roads or passageways adjacent or leading to the Building any motor car motor cycle bicycle perambulator or other vehicle belonging to or used by the Tenant or occupier of the Demised Premises or by any of his or their friends servants or visitors and to observe all regulations made by the Landlord from time to time relating to the parking of such vehicles
13. Not to permit or suffer the children of the Tenant or of any friends servants or employees of the Tenant to play upon any staircases landings or passageways or the lifts (if any) in or about the Building

14. Not to permit or suffer to be used any lift in the Building for the carrying of any greater number of persons or a greater weight than the number or weight limit specified therefore by any notice affixed therein
15. At all times to cover and keep covered with good quality carpet and underlay in accordance with the relevant British Standard from time to time (which is currently BS5808) the floors of the Demised Premises other than those of the kitchen and bathrooms and at all times suitably and properly to cover and keep covered the floors of the kitchen and bathrooms in the Demised Premises
16. At all times when not in use to keep shut the entrance door to the Demised Premises and between the hours of eleven p.m. and eight a.m. to ensure that no noise is made in any part of the Building and in particular between such hours to ensure that the main entrance door to the Building and the entrance door to the Demised Premises are closed as quietly as possible and that no disturbance or annoyance is caused to the tenants or occupiers of other Flats in the Building
17.
 - (a) Not to use or permit the use of the hall staircase and passages in and about the Building or of any other of the Common Parts otherwise than in accordance with the proper exercise of the Included Rights
 - (b) To remove forthwith upon being so required by the Landlord or their Managing Agents any object of or obstruction by the Tenant or his licensee in the Common Parts and to pay to the Landlord on demand the cost incurred by them in removing, disposing and if appropriate storing the same which removal and storage is expressly hereby authorised and which shall be entirely at the Tenant's risk provided that the Landlord may dispose of such object or obstruction in the event that the Tenant has not removed it within 14 days of demand
18. Not at any time to do or to permit the doing of any damage whatsoever to the Building the fixtures fittings or chattels therein the curtilage thereof or the paths adjoining thereto and forthwith on demand by the Landlord to pay to the Landlord the cost of making good any damage resulting from a breach of this regulation
19. At least once in every month of the Term to cause to be properly cleaned all windows of the Demised Premises both internally and externally and at all times to keep such windows properly curtained in a style appropriate to a private residence

20. Not at any time without the previous written consent of the Landlord to employ in any capacity whatever in or about the Demised Premises any dismissed servants of the Landlord
21. Not at any time to interfere with the external decorations or painting of the Demised Premises or of any other part of the Building
22. To pay the cost of making good any damage at any time done by the Tenant or any person claiming through the Tenant or his or their servants agents licensees or visitors to any part of the Building or to the passages landings stairs or entrance halls thereof or to the person or property of the tenant or occupier of any other Flats in the Building by the carrying in or removal of furniture or other goods to or from the Demised Premises or otherwise howsoever
23. To submit any dispute difference or complaint that may arise between the Tenant and the tenant or occupier of any other flats in the Building in respect of the use or occupation of the Demised Premises or any other part of the Building to the Landlord's Agents before taking any further or other steps or proceedings in relation thereto
24. Without prejudice to the generality of the foregoing or of regulations 12 and 17 hereof to observe and perform all regulations made relating to the Common Parts
25. At all times to observe and perform all such variations or modifications of the foregoing regulations and all such further or other regulations as the Landlord may from time to time in their absolute discretion think fit to make for the management care and cleanliness of the Building and the comfort safety and convenience of all the occupiers thereof

THE FIFTH SCHEDULE

The Service Charge

1. In this Schedule the following expressions have the following meanings respectively:
 - (1) "Total Expenditure" means the total expenditure incurred by the Landlord in any Accounting Period in carrying out their obligations under Clause 5(5) of this Lease and any other costs and expenses reasonably and properly incurred in connection with the Building including without prejudice to the generality of the foregoing:
 - (a) sums calculated in accordance with Clause 5(5)(i) of the Lease and
 - (b) the cost of any Accountant or Surveyor employed to determine the Total Expenditure and the amount payable by the Tenant hereunder and
 - (c) an annual sum equivalent to the market rent of any premises owned by the Landlord and provided by them rent free to any of the persons referred to in Clause 5(5)(f) of this Lease
 - (2) "The Service Charge" means such percentage of Total Expenditure as is specified on the cover page of this lease (in respect of the Accounting Period during which this Lease is executed such proportion of such percentage as is attributable to the period from the date of this Lease to the Thirty first day of December next following)
 - (3) "the Interim Charge" means such sum to be paid on account of the Service Charge in respect of each Accounting Period as the Landlord or their Managing Agents shall specify at their discretion to be a fair and reasonable interim payment from time to time
2. In this Schedule any surplus carried forward from previous years shall not include any sums set aside for the purposes of Clause 5(5)(o) of this lease
3. The first payment of the Interim Charge (on account of the Service Charge for the Accounting Period during which this Lease is executed) shall be made on the execution hereof and thereafter the Interim Charge shall be paid to the Landlord by equal payments in advance on the First day of July and the First day of January in each year and in case of default the same shall be recoverable from the Tenant as rent in arrear provided that the

Landlord may require further payments on account of Service Charge if it believes the sums to be paid on 1st July and 1st January will not be sufficient in which case the Tenant shall pay such monies within 28 days of demand. All such payments must be made without deduction, counter claim or set off

4. If the Interim Charge paid by the Tenant in respect of any Accounting Period exceeds the Service Charge for that period the surplus of the Interim Charge so paid over and above the Service Charge shall in the discretion of the Landlord either (a) be carried forward by the Landlord and credited to the account of the Tenant in computing the Service Charge in succeeding Accounting Periods as hereinafter provided or (b) included in the sums set aside for the purpose of clause 5(5)(o) of this lease
5. If the Service Charge in respect of any Accounting Period exceeds the Interim Charge paid by the Tenant in respect of that Accounting Period together with any surplus from previous years carried forward as aforesaid then the Tenant shall pay the excess to the Landlord within twenty eight days of service upon the Tenant of the Certificate referred to in the following Paragraph and in case of default the same shall be recoverable from the Tenant as rent in arrear without deduction, counter claim or set off
6. As soon as practicable after the expiration of each Accounting Period there shall be served upon the Tenant by the Landlord or their Agents a certificate signed by the managing agents engaged by the Landlord and if the Landlord is providing the duties of a managing agent pursuant to Clause 5(5)(g)(b) hereof by the Landlord containing the following information:
 - (a) The amount of the Total Expenditure for that Accounting Period
 - (b) The amount of the Interim Charge paid by the Tenant in respect of that Accounting Period together with any surplus carried forward from the previous Accounting Period
 - (c) The amount of the Service Charge in respect of that Accounting Period and of any excess or deficiency of the Service Charge over the Interim Charge
7. The Landlord shall keep accounts records receipts relating to the Total Expenditure incurred by the Landlord and to permit the Tenant, on giving at least two weeks' notice to inspect the accounts records and receipts by appointment with the Landlord (or its accountants or managing agents)

8. If any expenditure is omitted from the calculations of the Total Expenditure in any Accounting Period the Landlord shall be entitled to include it in the estimate and certificate of the Total Expenditure in any following Accounting Period. Otherwise, and except in the case of manifest error the certificate shall be conclusive as to all matters of fact to which it refers

Executed as a deed by **QUEEN'S CLUB
GARDENS LIMITED** acting by a director
and its secretary or two directors

.....

Director

Print Name:

.....

Director/ Company Secretary

Print Name:

Signed as a deed by []
in the presence of:

.....

.....

SIGNATURE OF WITNESS
NAME

ADDRESS
AND OCCUPATION

OF WITNESS

SIGNATURE OF TENANT