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| Dated: 2016 |
|  |
| COUNTERPART LEASE |
|  |
| between |
|  |
| (1) QUEENSLAND PLACE LIMITED |
|  |
| and |
|  |
| (2) GEHANE HABIB |
|  |
| Relating to  Plot 252, Queensland Place, Queensland Street, Liverpool, L7 3HD |
|  |

Excello Law Limited

London

Ref: SC.QUE0011

www.excellolaw.co.uk

IMPORTANT

1. When signed by all of the parties, this document will create legally binding obligations. You are recommended to take appropriate legal or other professional advice prior to signing, and will be assumed to have done so.
2. Defined terms are indicated by the use of capital letters. The meaning of each of these terms is set out in clause 1.

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| **LR1. DATE OF LEASE** | **2016** |
| **LR2. TITLE NUMBER(S)** | **LR2.1 Landlord’s Title Number(s)** MS447299  **LR2.2 Other Title Numbers** |
| **LR3. PARTIES TO THIS LEASE** | **Landlord** QUEENSLAND PLACE LIMITED (Company Number 09212716) whose registered office is at c/o Hill Dickinson LLP, No 1 St Pauls Square, Liverpool, L3 9SJTenant GEHANE HABIB of 82 Dunboe Road, Articlave, Coleraine, Co. Londonderry, BT51 4JR  **Other parties**  None |
| **LR4. PROPERTY** | **In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail**  Plot 252, on the Second Floor of the Building as shown edged red on the Plan and as described in more detail in the First Schedule |
| **LR5. PRESCRIBED STATEMENTS ETC.** | None |
| **LR6. TERM FOR WHICH THE PROPERTY IS LEASED** | The term is as follows: 250 years from and including 1st January 2016 |
| **LR7. PREMIUM** | Forty Nine Thousand Nine Hundred and Fifty Pounds (£49,950.00) |
| **LR8. PROHIBITIONS OR RESTRICTIONS ON DISPOSING OF THIS LEASE** | This lease contains a provision that prohibits or restricts dispositions |
| **LR9. RIGHTS OF ACQUISITION ETC** | **LR9.1 Tenant’s contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**  Not applicable  **LR9.2 Tenant’s covenant to (or offer to) surrender this lease**  Not applicable  **LR9.3 Landlord’s contractual rights to acquire this lease**  Not applicable |
| **LR10. RESTRICTIVE COVENANTS GIVEN IN THIS LEASE BY THE LANDLORD IN RESPECT OF LAND OTHER THAN THE PROPERTY** | None |
| **LR11. EASEMENTS** | **LR11.1 Easements granted by this lease for the benefit of the Property**  Second Schedule  **LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**  Third Schedule |
| **LR12. ESTATE RENTCHARGE BURDENING THE PROPERTY** | None |
| **LR13. APPLICATION FOR STANDARD FORM OF RESTRICTION** | The parties to this lease apply to enter the following standard form of restriction against the title number of the Property:  “No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number MS447299 or their conveyancer that the provisions of paragraph 9.3 of Part One of the Fourth Schedule of this Lease have been complied with or that they do not apply to the disposition.” |
| **LR14. DECLARATION OF TRUST WHERE THERE IS MORE THAN ONE PERSON COMPRISING THE TENANT** | If the Tenant is more than one person they are to hold the Property on trust for themselves as joint tenants/tenants in common in equal shares. |

THIS LEASE is made on the date first above written BETWEEN the Landlord of the first part and the Tenant of the second part

WHEREAS: -

1. These recitals incorporate the definitions contained in Clause 1 of this Lease
2. The Landlord has granted or intends to grant leases of all the properties in the Building subject to the Tenant’s Covenants and the Regulations to the intent that the tenant for the time being of any of the said properties may enforce the observance of the Tenant’s Covenants and the Regulations by the tenant for the time being of every other of the properties in the Building
3. The parties to this Lease have agreed that the Landlord shall grant and the Tenant shall accept a Lease of the Property
4. The Landlord may enter into an agreement for the sale of its reversionary interest in the Estate completion of which would take place following the completion of the grant of leases of all the properties within the Estate

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# DEFINITIONS

In this Lease the following expressions shall have the following meanings:-

Additional Contribution any amount which the Landlord shall reasonably consider necessary for any of the purposes set out in the Sixth Schedule for which no provision has been made within the Service Charge and for which no reserve provision has been made under Paragraph 3.2 of the Fifth Schedule

Apartment being the apartment as described in Clause LR4 and as further described in the First Schedule and the word Apartments shall mean this Apartment and all the other apartments in the Building

Building the building or buildings erected on the Estate as shown on the Plan part of which comprises the Property and the Apartments and together with the Communal Areas

Cluster means a group of Apartments situate on the same floor that have the benefit of specific communal kitchen and dining facilities and communal hallway

Communal Areas those parts of the Building and the Estate laid out as communal areas gardens and footpaths, the Private Accessway and the bicycle and bin stores (if any)

Conduits pipes downpipes sewers drains pumping stations soakaways channels gullies gutters watercourses conduits ducts flues wires cables electricity primary and sub-stations (if any) and other service conducting media or apparatus for the supply or transmission of water sewerage electricity gas (if any) telephone and other communications media now or to be constructed within the Term in any part of the Building or the Estate but shall not include any conduits belonging to any local or other Statutory Authority

Current Proportion such reasonable and proper percentage of the Service Charge in respect of the Service Charge Year current at the date of this Lease

Deed of Covenant means the Deed in the form contained in the Eighth Schedule

Development the development of the Estate in accordance with the Planning Permission

Estate all the land in respect of which the Landlord is or was at the date of this Lease registered as proprietor under Title Numbers MS447299

Facilities any rooms or other facilities including but not limited to kitchen and dining facilities for the specific benefit of occupiers of Apartments within each Cluster provided by the Landlord for the communal use of the owners and occupiers of the Property in common with the owners and occupiers of other Apartments within the Building

Interest interest at the rate of four per cent above the base rate from time to time of Barclays Bank (compounded with the quarterly rests on the usual quarter days)

Lifts any lifts within the Building

Plan the plan or plans annexed to this Lease

Planning Acts the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Consequential Provisions) Act 1990 and all statutes regulations and orders made pursuant thereto

Planning Permission Such of the planning consent(s) as may be secured for the development of the Estate

Postal Address Apartment 252, Queensland Place, Queensland Street, Liverpool, L7 3HD

Private Accessway all roads verges footpaths and private unadopted accessways now or within the Term constructed within the Estate that give access to the Property and other parts of the Estate

Property means the Apartment situate in the Building on the Estate as described in Clause LR4 and shown edged red on the Plan and as further described in the First Schedule

Proportion A reasonable and proper percentage of the Service Charge based upon the percentage the aggregate square footage of the Property bears to the aggregate square footages of each of the Apartments within the Estate and together with an equal share of the area comprised in the Facilities subject to variation in accordance with Clause 5.4 or Paragraph 7 of the Fifth Schedule or such other reasonable and proper proportion as is determined by the Landlord acting reasonably as being appropriate

Quarterly Dates the first day of the Service Charge Year and the first day of the fourth seventh and tenth months of the Service Charge Year at the date of this Lease being 1st January 1st April 1st July and 1st October

Regulations the regulations set out in Part II of the Fourth Schedule as amended from time to time in accordance with this Lease

Rent means the yearly rent of Two Hundred and Fifty Pounds in respect of the first 3 years of the Term and thereafter such sum as shall be calculated pursuant to Clause 7 below

Service Charge The total cost of the Services as are appropriate to the Property

Service Charge Adjustment the adjustments to the Service Charge as set out in Paragraph 4 of the Fifth Schedule

Service Charge Year 1st July – 30th June or such other 12 month period which the Landlord chooses from time to time

Services the services referred to in the Sixth and Seventh Schedules and any other services that a prudent Landlord would undertake in the interests of good estate management taking into account the nature and use of the Building

Short Term Tenancy an assured shorthold tenancy as defined in the Housing Act 1988 (as amended) for a maximum term of two years

Statutory Authorities the Local Authority and any authority or body corporate responsible for the provision of water sewerage electricity gas telephone cable television and other communication media

Surveyor any Chartered Surveyor or member of the RICS who may be employed by the Landlord in respect of any matter set out in the Sixth Schedule or any other matter in this Lease

Tenant’s Covenants the covenants and obligations set out in Part I of the Fourth Schedule

Term the term of this Lease set out in Clause LR6

VAT value added tax payable by virtue of the Value Added Tax Act 1994 or any statutory modification of it.

1. **INTERPRETATION**

## References

2.1 References herein to Clauses Schedules and Paragraphs are references to the Clauses and the Schedules to this Lease and the Paragraphs contained in any Schedule hereto

## Clause Headings

2.2 The Clause headings in this Lease are for ease of reference only and are not to be used for the purpose of construing this Lease

## Joint and Several Covenants

2.3 If the Tenant is more than one person all covenants agreements and obligations on the Tenant’s part shall be construed as joint and several

## Gender and Number

2.4 Words importing the masculine gender shall where necessary be construed as importing the feminine gender and words importing the singular number shall where necessary be construed as importing the plural number and vice versa

## Rights granted to the Tenant

2.5 Rights and easements granted to the Tenant are granted also to those authorised by the Tenant but in common with the Landlord and all others having the like or similar right

## Rights reserved to the Landlord

2.6 Rights and easements excepted and reserved to the Landlord are excepted and reserved also (where appropriate) in favour of the owner or owners for the time being of the Development and the Estate and any part or parts thereof capable of being benefited and all person authorised by it or them and where appropriate each of the Statutory Authorities and all other persons having the like or similar right

## Successors in Title

2.7 References to the Landlord and the Tenant in this Lease shall where the context so admits include their respective successors in title

## Obligations of Tenant

2.8 Any obligation on the Tenant not to do anything shall be deemed to include an obligation not to permit anything to be done where it is (reasonably) within the Tenant’s control to permit or prevent the same to be done

## Legislation

2.9 A reference to particular legislation is a reference to that legislation as amended consolidated or re-enacted from time to time unless otherwise expressly stated

## Regulations

2.10 The Landlord shall have the right to impose and amend reasonable regulations regarding the use and enjoyment of properties on the Estate from time to time in accordance with this Lease either in addition to or supplemental to the Regulations

1. **DEMISE**

In consideration of the Premium (the receipt whereof is hereby acknowledged) the Landlord hereby demises with full title guarantee to the Tenant the Property TOGETHER WITH the rights specified in the Second Schedule (to the exclusion of any implied rights pursuant to Section 62 of the Law of Property Act 1925 and subject however to the Tenant’s covenants hereinafter contained) but EXCEPTING AND RESERVING unto the Landlord and the owners and occupiers of the properties within the Estate the rights specified in the Third Schedule TO HOLD the same unto the Tenant from the date hereof for the residue of the Term SUBJECT TO all matters that are registered against the Landlord’s reversionary title to the Property in so far as they subsist and affect the Property save for charges to secure monies PAYING THEREFORE to the Landlord during the first 3 years of the Term the Rent and thereafter such Rent as shall be determined pursuant to Clause 7 without any deduction or set-off (except only such as the Tenant may be authorised by law to make notwithstanding any contract to the contrary) by equal annual payments in advance on 1st January in every year save in relation to the first payment which shall be a proportionate payment for the period commencing as at the date hereof and expiring on the second payment date after the date hereof such payment to be made on the execution of this Lease

1. **TENANT’S COVENANTS WITH THE LANDLORD**

The Tenant hereby covenants with the Landlord as follows:-

4.1 to observe and perform the obligations set out in the Fourth Schedule being the Tenant’s Covenants and the Regulations

4.2 to pay to the Landlord the Rent in advance on the dates set out above

4.3 in respect of every Service Charge Year to pay on demand the Proportion to the Landlord by four equal instalments in advance on the Quarterly Dates Provided that the Tenant shall on the date of this Lease pay the due Current Proportion

4.4 to pay to the Landlord on demand the Proportion of the appropriate Service Charge Adjustment pursuant to the Fifth Schedule

4.5 to pay to the Landlord on demand the Proportion as the case may be of any Additional Contribution that may be levied by the Landlord

4.6 to make all payments due pursuant to this Lease to the Landlord by bank standing order or such other method as may be agreed between the parties hereto and if required by the Landlord which payment method is to be in place on the date of this Lease

1. **MAINTENANCE COVENANTS BY THE LANDLORD**

The Landlord hereby covenants with the Tenant that the Landlord will during the Term carry out the works and provide the services specified in the Sixth Schedule and in the Seventh Schedule appropriate to the Property as hereinbefore mentioned provided always that (save for paragraph 12 of the Sixth Schedule (Insurance) which shall apply in any event):-

5.1 the Tenant shall have paid the Proportion and any Service Charge Adjustment or Additional Contribution due

5.2 the Tenant shall not be in material breach of any of his covenants herein contained

5.3 in the case of any item of disrepair the Landlord shall not be liable for breach of this covenant until the Tenant or their representative or managing agent has given written notice thereof to the Landlord and the Landlord has had a reasonable opportunity to remedy the same

5.4 if at any time the Landlord shall reasonably consider that it would be in the general interest of the tenants of the properties on the Estate so to do the Landlord shall have power to discontinue or add to any of the matters specified in the Sixth and the Seventh Schedules which in its opinion shall have become impracticable obsolete unnecessary or excessively costly provided that in deciding whether or not to discontinue or add any such matter the Landlord shall consider the views and wishes of the majority of the tenants of the Apartments

1. **COVENANTS BY THE LANDLORD WITH THE TENANT**

The Landlord hereby covenants with the Tenant as follows (BUT PROVIDED THAT nothing contained in this Lease shall operate to prevent the Landlord from developing the remainder of the Development for residential commercial and other building purposes):-

6.1 that the Development will be completed in a good and workmanlike manner and the curtilage laid out in accordance with the Planning Permission

6.2 that the Tenant paying the Rent hereby reserved and all other moneys payable hereunder and performing and observing the covenants conditions and agreements herein contained and on the Tenant's part to be performed and observed shall peaceably hold and enjoy the Property during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for it

6.3 that any lease for a term in excess of three years granted by the Landlord of any Apartments shall contain covenants and regulations to be observed by the tenants thereof substantially in the same terms as those to be observed by the Tenant as contained in this Lease

6.4 that any of the Apartments shall not be let otherwise than on terms whereby there is paid in respect of each such Apartment throughout the term of the lease the Rent and a Service Charge computed in respect of such Apartment in accordance with the Fifth Schedule

1. **RENT REVIEW PROVISIONS**

7.1 In this clause where the context admits:

7.1.1 “Base Figure” means the Index figure last published before the commencement date of the term of this Lease

7.1.2 “Index” means the “All items” index figure of the Index of Retail Prices published by the Office for National Statistics or any successor ministry or department

7.1.3 “Review Figure” means the Index figure last published before the relevant Rent Review Date

7.1.4 “Rent Review Date” means each of the following dates namely the 1st January 2019 and thereafter the first date of each successive period of one year from the commencement date of the Term and the day prior to the expiry of the Term

7.2 On each Review Date the Rent shall be either:-

7.2.1 the amount which bears the same proportion to the initial Rent reserved by this Lease as the Review Figure bears to the Base Figure or

7.2.2 the yearly rent payable hereunder (but for any abatement of rent) immediately prior to the relevant Rent Review Date

whichever shall be the higher

PROVIDED ALWAYS THAT the Rent hereby reviewed pursuant to clause 7.2 above shall always be at least £1.00 less than the figure specified under the provisions of the Rent Act 1977 or any statutory modification or re-enactment thereof for the time being in force or any other relevant legislation if such provisions would prevent the Tenant from being able to assign the benefit of the Lease after a premium.

7.3 If the reference base used to compile the Index shall change after the date of this Lease the figure taken to be shown in the Index after the change shall be the figure which would have been shown in the Index if the reference base current at the date of this Lease had been retained

7.4 7.4.1 If it becomes impossible by reason of any change after the date of this Lease in the methods used to compile the Index or for any other reason whatever to calculate the review of the rent payable under this Lease by reference to the Index or if any dispute or question whatever shall arise between the Landlord and the Tenant with respect to the amount of the rent payable under this Lease from any Rent Review Date or the construction or effect of this Clause the determination of such rent or other matter in difference shall be determined by an arbitrator nominated (in the absence of agreement) by or on behalf of the President of the Royal Institution of Chartered Surveyors on the application of either the Landlord or the Tenant this being deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 and the arbitrator shall have full power to determine on such dates as he shall deem apposite what would have been the increase in the Index had it continued on the basis and in view of the information assumed to be available for the operation of this Clause or (If that determination shall also be impossible) shall determine a reasonable increase in the rent payable under this Lease on such dates having regard to the purposes and intent of the provisions of this Clause for the review of the rent payable under this Lease

7.4.2 If any arbitrator under this Clause shall die delay or become unwilling or incapable of acting the President of the Royal Institution of Chartered Surveyors or a person acting on his behalf may on the application of either the Landlord or the Tenant discharge such arbitrator and appoint another in his place

7.4.3 If the Tenant shall fail to pay any costs awarded against the Tenant in any determination by any arbitrator under this Clause within 14 days of the same being demanded by the arbitrator the Landlord shall be entitled to pay the same and any amount so paid shall be forthwith repaid by the Tenant to the Landlord with interest thereon at the Interest Rate from the date of expenditure by the Landlord to the date of repayment

7.5 If the amount of the rent payable from any Rent Review Date shall not have been ascertained in the manner aforesaid prior to the relevant Rent Review Date then and until such revised rent is ascertained the Tenant shall continue to pay rent hereunder at the yearly rate and at such times and in such manner as shall have been applicable immediately prior to the relevant Rent Review Date and any rent in excess of such rent which may later be found to be payable hereunder in respect of the period from the relevant Rent Review Date next following the date of the ascertainment of such revised rent shall be forthwith paid to the Landlord on such revised rent being ascertained together with interest thereon at the Interest Rate on a day to day basis from the relevant Rent Review Date down to the date of actual payment

7.6 On each and every occasion during the Term that any Act of Parliament shall prevent or prohibit either wholly or in part:-

7.6.1 The operation of the above provisions for review of the rent payable hereunder at any Rent Review Date or

7.6.2 The normal collection and retention of any increase in the rent payable hereunder or any instalment or part thereof by the Landlord then and in each case respectively the Landlord may at its option require that:-

7.6.2.1 the operation of such provisions for the review of the rent payable hereunder at any Rent Review Date shall be postponed to take effect on the first date thereafter upon which such operation may occur and such date shall be treated as a Rent Review Date hereunder

7.6.2.2 the collection of any increase or increases in the rent payable hereunder shall be postponed to take effect on the first date thereafter that such increase or increases may be collected and/or retained in whole or in part and on as many occasions as shall be required to ensure the collection of the whole increase

7.6.2.3 and until any such Act of Parliament shall be relaxed either in whole or in part the rent payable hereunder shall be the maximum sum from time to time permitted by law and reserved under this Lease

7.7 The Landlord shall determine the reviewed Rent on the Review Dates and shall notify the Tenant of such determination in writing

7.8 If the Tenant shall object to the Landlord’s determination he shall serve written notice of such objection together with his own determination within one calendar month of the date of the Landlord’s notice

7.9 If the Landlord and the Tenant shall fail to agree within one calendar month of the Tenant’s notice the matter shall be referred to the Surveyor for determination (the Surveyor acting reasonably) and the decision of the Surveyor shall be final and binding upon the Parties save in the case of manifest error

7.10 The fees of the Surveyor for such determination shall be borne equally by the Landlord and the Tenant

1. **PROVISOS**

Provided always and it is hereby agreed as follows:-

## For re-entry

8.1.1 If the Rent or the Proportion of the Service Charge or any Service Charge Adjustment or any Additional Contribution or any part thereof respectively shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenants on the Tenant’s part herein contained shall not be performed and observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action of either party in respect of any breach of the other party’s covenants herein contained

8.1.2 Without prejudice to any other relief that may be available to any such mortgagee for so long as this lease remains charged to a mortgagee if the Landlord has received written notice of any charge mortgage or any other security granted over the Property by the tenant it will not exercise the rights under clause 8.1.1 unless and until:

8.1.2.1 it has given not less than 14 days prior written notice to the holder of that security at its registered address of any breach by the Tenant of the Tenant’s obligations under this Lease; and

8.1.2.2 it has given the holder of that security a reasonable period of time within which to remedy the breach and if the holder of that security has commenced and is diligently progressing to remedy such breach as soon as is practicable following receipt of the notice and does remedy the breach as soon as is practicable then the Landlord will not exercise its rights under clause 8.1.1

## Exclusion of liability for damage or loss

8.2 The Landlord shall not be liable or responsible for 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 guest of his through any defect or want of repair in any fixture Conduit machinery or thing in or upon the Property that is the responsibility of the Tenant to repair under this Lease or through the neglect fault or misconduct of any servant employed by the Tenant in connection with the Property

**References of dispute to Surveyor**

8.3 In case of dispute between the Tenant and any tenant or occupier of any part of the Estate not hereby demised or (after completion of the Development) between the Tenant and any owner or occupier of any adjoining or neighbouring property relating to any part of the Estate or such adjoining property such dispute shall be decided by the Landlord acting reasonably or (if the Landlord so requires) referred to the Surveyor who shall act reasonably and the decision of the Landlord or the Surveyor (as between the Tenant and any other tenant or occupier of any part of the Estate) shall be final and binding and the Surveyor shall be entitled to require to be paid his proper fee in respect of each such reference such fee to be borne as the Surveyor shall award

## Power to impose or vary Regulations

8.4 The Landlord may at any time or times during the Term in the interests of good estate management impose such regulations of general application regarding the Estate or the properties therein as it may in its absolute discretion think fit (but so that any such regulations shall not conflict with this Lease) and the Landlord shall have power in their absolute discretion but acting in the interest of good estate management to revoke amend or add to those regulations or any additions thereto or substitutions therefor

## Suspension of Rent

8.5 If the Property or any part thereof shall at any time during the Term be destroyed or damaged by fire or any other risk covered by the insurance effected pursuant to Paragraph 12 of the Sixth Schedule so as to be unfit for habitation and use or if the Property is rendered inaccessible and the policy or policies of insurance so effected shall not have been vitiated or payment of the policy moneys refused in whole or in part in consequence of any act or default of the Tenant the Rent or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Property shall again be rendered fit for habitation and use and is accessible and any dispute concerning this Clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory enactments in that behalf for the time being in force

## Exclusion of implied obligations

8.6 The Tenant accepts the obligations of the Landlord for the performance of the matters specified in the Fifth Schedule the Sixth Schedule and itemised in the Seventh Schedule in substitution for and to the entire exclusion of any implied obligations on the part of the Landlord in respect of any such matters

## Limitation of future easements

8.7 In this Lease where reference is made to rights or easements which constitute future rights or easements in connection with Conduits which do not at the date hereof exist the said reference shall be deemed only to apply to such easements and rights as shall come into existence during the Term

## Surveyor’s certificate

8.8 Wherever in this Lease there is any provision for a surveyor or other person to give a certificate or decision such certificate or decision shall extend only to matters of fact and shall not extend to any question of law but subject thereto any such certificate or decision shall be final and binding

## Value Added Tax

8.9 Wherever in this Lease there is a covenant by the Tenant to pay expenditure expenses outgoings charges costs fees or any like expression incurred or payable by the Landlord all such expressions shall include all VAT or any imposition replacing the same incurred or payable by the Landlord in connection with the subject matter of the covenant and this Lease shall be construed accordingly

## Limitation of Landlord’s Obligations

8.10 The Landlord shall not be liable for any breach of its covenants in this Lease unless and until a notice in writing has been received by the Landlord specifying the breach and the Landlord has had a reasonable opportunity to remedy the same

8.11 The Tenant shall not be entitled:

8.11.1 to enforce any of the Landlord’s covenants while any sums payable by the Tenant to the Landlord under this Lease are in arrears or the Tenant is otherwise in substantial breach of the Tenant's covenants under this Lease

8.11.2 to set off any sum or sums against the payment of Rent and/or Service Charge or make any deduction whatsoever in respect of any sum or sums which the Tenant may consider is owing to the Tenant by the Landlord save as may be properly accounted for within the Service Charge provisions

8.12 The Landlord (here meaning Queensland Place Limited) shall remain liable on its covenants contained in Clause 6 (excepting clauses 6.1 and 6.2) only for so long as the Landlord remains the proprietor of the reversionary interest in the Estate

## Tenant’s acknowledgement

8.13 The Tenant accepts that all payments due from the Tenant to the Landlord pursuant to this Lease shall be made without set-off or deduction and any concerns of the Tenant which might otherwise have led to the Tenant making a set-off or deduction shall be raised as a separate matter with the Landlord

8.14 Nothing in this Lease is to imply that the Tenant will be responsible to contribute towards any costs towards the Services or Additional Contributions payable in respect of void Apartments on the Estate and it is agreed and accepted under this clause that the Landlord will make up such payments itself

1. **THE LANDLORD’S POWERS OF INVESTMENT**

9.1 The Landlord hereby declares that it will hold all Service Charge monies (until the same are spent on the Services) in trust for the Tenant and the tenants of the other properties in the Estate in the same proportions as such Service Charge moneys shall have been paid

9.2 The Landlord shall have power at its discretion to invest in deposits with or loans to a bank or building society or with a local authority at interest or to invest in the purchase of fixed interest government securities of the United Kingdom or the Government of Northern Ireland having a final redemption date not later than five years after the date of acquisition sums representing the reserve created pursuant to Paragraph 3.2 of the Fifth Schedule and to withdraw the same from deposit or realise the same as required in order to meet expenses referred to in Paragraph 3.2 or to meet any temporary deficiency in the moneys available to meet the expenditure referred to in Paragraph 3.1 of that Schedule

9.3 The Landlord may at its discretion:-

9.3.1 place or invest such sums or any part thereof jointly with other funds on a single account or holding

9.3.2 place such sums or investments in the name of a nominee

9.3.3 exercise the same powers of investment in respect of Service Charge monies which are intended for current expenditure and do not represent reserves

1. **SERVICE OF NOTICE**

The provisions of Section 196 of the Law of Property Act 1925 shall apply to the service of any notices under the provisions of this Lease

1. **ENFORCEMENT BY THIRD PARTY**

ANY person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act including (without limitation) rights of successors in title of the parties hereto

1. **NEW TENANCY**

12.1 This Lease takes effect subject to the provisions in Sections 3 to 16 (inclusive) and Section 21 of the Landlord and Tenant (Covenants) Act 1995

12.2 Upon receipt of any application from any person who at any time prior to the date of such application was entitled to the reversion immediately expectant upon the term granted by this Lease for the release of any covenant in respect of the whole or any part of the demised premises the Tenant shall consent to (and shall not serve any notice objecting to) such release

12.3 If at any time any part of the provisions of this Lease is or becomes invalid illegal or unenforceable in any respect the validity legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby

IN WITNESS whereof this Lease has been executed as a Deed

THE FIRST SCHEDULE

Description of the Property

1. The Property includes (for the purpose of obligation as well as grant):-
   1. the internal plastered coverings and plaster work of the walls bounding the Property and all window glass (but not the doors and door frames and windows and window frames fitted therein) and
   2. the plastered coverings and plaster work of the walls lying within the Property and the doors and door frames fitted therein
   3. the plastered coverings and plaster work of the ceilings and floorboards and other surfaces of the floors (and staircases where appropriate) thereof and
   4. all Conduits which serve exclusively the Property and
   5. all fixtures and fittings in or about the Property (other than landlord’s fixtures and fittings) and not hereinafter expressly excluded

but excludes:-

* 1. any part or parts of the Building (other than any Conduits expressly included) lying above the said surfaces of the ceilings or below the said surfaces of the floors and
  2. any of the main timbers and joists of the Building or any of the external structural walls shear walls and columns therein except such of the plastered surfaces thereof and the doors and door frames fitted therein as are expressly included and
  3. any Conduits which do not serve exclusively the Property

**THE SECOND SCHEDULE**

Rights Granted to the Tenant

The rights for the Tenant (in common with the Landlord and all others authorised by the Landlord or entitled to the like right) at all times and for all purposes incidental to the occupation and enjoyment of the Property:-

1. The right from time to time to pass and repass on foot only over any Communal Areas including but not limited to common stairways passages landings hallways staircases accessways and pathways forming part of the Building and the Estate
2. The right to use the Facilities within the Building in common with the occupiers of the other Apartments within the Building and the Facilities within the Cluster which includes the Property as appropriate
3. The right with or without vehicles (where appropriate) for all reasonable purposes connected with the use of the Property subject always to compliance with obligations imposed by this Lease in respect of such use to go pass and re-pass along and over the Private Accessway to gain access to and egress from the Property
4. The right of passage and running of services from and to the Property in through and along any Conduits now laid or hereafter within the Term laid within the Estate which do not serve exclusively the Property
5. The right with agents and workmen at reasonable hours in the daytime after reasonable notice (except in case of emergency when no notice shall be required) to enter into and upon other parts of the Building for the purpose of inspecting repairing maintaining decorating or renewing any part of the Property including any Conduits which serve exclusively the Property the Tenant making good all damage caused such person causing as little interruption and inconvenience as reasonably practicable
6. The right to subjacent and lateral support shelter and protection for the Property from the remainder of the Building not hereby demised
7. The right to use any common television aerial/dish service internal telephone system door porter system electronically operated entrance doors and gates and other apparatus from time to time installed in the Building for the use of residents of the Building subject to the Tenant complying with the relevant provisions of any agreement from time to time made between the Landlord and the persons or corporation installing supplying or maintaining the same and any rules which the Landlord may from time to time make in respect thereof and also paying to the Landlord or any such corporation such rent or charge as the Landlord or such person or corporation may require in respect thereof
8. The right to use the gardens forming part of the Communal Areas (if any) for the purpose of quiet recreation not involving the playing of ball games subject to any regulations which may be made from time to time by the Landlord
9. The right to use the designated bin store within the Building for the purpose of placing sacks or bins or other suitable containers approved by the Landlord
10. The benefit of the respective covenants obligations and restrictions contained in the leases of the other Apartments granted by the Landlord within the Term PROVIDED ALWAYS that none of the rights granted by this Schedule shall apply to or be exercised over any electricity sub-station sites or land or apparatus of any Local or other Statutory Authorities or of any other persons having similar rights and included in the Building and the Estate

THE THIRD SCHEDULE

Rights Excepted and Reserved

1. The right of passage and running of services from and to the remainder of the Building or any part thereof in through and along the Conduits in or upon the Property or any part thereof

2. The right for the Landlord and its servants agents and workmen at all reasonable times to enter the Property for the purpose of inspecting repairing maintaining decorating or renewing any part of the Building (whether hereby demised or not) including all Conduits in or upon the Building or any part thereof such person causing as little interruption and inconvenience as reasonably practicable and making good all damage caused

3. The right for the Landlord at any time or times to rebuild reconstruct or alter the Estate and the Building or any part thereof (other than the Property) or any buildings adjoining or adjacent to the Estate and the Building or to erect new buildings on any property so adjoining or so adjacent in such manner as the Landlord shall think fit notwithstanding that the access of light and air to the Property may thereby be interfered with but provided that in so doing the Tenant’s use and enjoyment of the Property is not thereby adversely affected

4. The right to subjacent and lateral support shelter and protection from the Property for the other parts of the Estate and the Building not hereby demised

5. The right for the Landlord to connect to any common television aerial door entry system or other apparatus referred to in Paragraph 7 of the Second Schedule

6. The right from time to time granted to any person or corporation to enter the Property for the purpose of inspecting repairing maintaining renewing or removing such common television aerial service internal telephone system electronically operated doors and gates door porter system or other apparatus the person or corporation exercising such right making good all damage thereby occasioned

7. The right for the Local or other Statutory Authorities to enter into the Property with or without workmen plant and machinery for the purpose of laying maintaining repairing or replacing drains pipes cables sewers and other conducting media and the right also to install telephone or other apparatus required by such party in connection with services to be supplied and maintained in the neighbourhood and/or to the Property and for any other purpose of a like kind and also the right thereafter to use the same by such party for the said purpose causing as little damage as possible and making good all damage thereby occasioned

THE FOURTH SCHEDULE

Part I: Tenant’s Covenants

### To pay interest and costs

1. If the Rent or the Proportion of the Service Charge or any Service Charge Adjustment or any Additional Contribution or any part thereof payable by the Tenant shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) to pay to the Landlord Interest upon such sum or sums as shall remain unpaid calculated on a day to day basis from the date of the same becoming due to the date of payment but without prejudice to the operation of the proviso for re-entry hereinbefore contained or any other right of action of the Landlord in respect of non-payment of Rent or the Proportion of the Service Charge or Service Charge Adjustment or Additional Contribution
2. To pay to the Landlord on a full indemnity basis all proper costs and expenses incurred by the Landlord or its solicitors in enforcing the payment of any Rent or Proportion of the Service Charge or Service Charge Adjustment or Additional Contribution or other moneys payable by the Tenant under the terms of the Lease

### To pay outgoings

1. To pay all existing and future rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which now are or during the Term shall be assessed charged or imposed on or payable in respect of the Property or any part thereof or on the Landlord tenant owner or occupier in respect thereof and also to pay a due proportion (to be conclusively determined by the Surveyor acting reasonably) of any such item as aforesaid (and which for the sake of clarity will include a fair and reasonable proportion of the cost of any electricity and/or other utility supplies which are not separately metered) which may be assessed charged or imposed on or payable in respect of the Property together with the other Apartments or other parts of the Estate (but not in respect of the entirety of the Building)

### To repair the Property and Conduits

1. At all times during the Term to maintain and keep the Property clean and in good repair and condition and in particular as occasion requires thoroughly to clean all windows within the Property and all cisterns serving the Property and to keep all Conduits for the exclusive service of the Property in good repair and condition and free from obstruction Provided that:-

4.1 the Tenant will not paint or otherwise interfere with the outside surfaces of the front door of the Property or of the windows therein and

4.2 before repairing the Conduits the Tenant or their representatives will give notice to the Landlord stating the nature of the defect or damage thereto and in repairing the same will comply in all respects with the requirements of the Surveyor or the Landlord and of all Local or other Statutory Authorities having jurisdiction in the matter

### To decorate

1. Once in every seven years and in the last three months of the Term whensoever and howsoever determined to the reasonable satisfaction of the Landlord or the Surveyor in a suitable and workmanlike manner to prepare and decorate with good quality materials all the interior parts of the Property

### To comply with statutes and regulations

1. At the Tenant’s own expense to execute and do all such works as may be directed in pursuance of any statutory enactment or otherwise by any national local or public authority or body to be executed or done at any time during the Term upon or in respect of the Property whether by the Landlord or the Tenant thereof

### To obtain consents for works

1. At the Tenant’s own expense to obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Tenant to the Property or any part thereof or any user thereof during the Term and to pay the reasonable fees costs and charges of the respective solicitors and surveyors for the time being of the Landlord in relation to any planning application inspection or approval or otherwise in connection therewith and to keep the Landlord indemnified in respect of any breach or non-observance thereof

### Not to alter

1. Not to alter the internal planning of the Property or the height elevation or appearance of the Property nor at any time make any alterations or additions thereto nor cut maim or remove any of the party or other walls or partitions or the principal or load bearing timbers or iron and steel or other supports of the Property nor to carry out any development on the Property nor change the user thereof (within the meaning of any legislation for the time being related to Town and Country Planning) without the previous written licence of the Landlord Provided that such plans and specifications of any such alterations or works as the Landlord shall deem necessary shall be first submitted to the Landlord for its approval and the Tenant shall pay the fees of the Surveyor for approving the plans and specifications and inspecting the works and shall also pay the proper legal costs of the Landlord in connection with any such licence

### Assignment or Underletting

1. Not to:-

9.1 transfer or assign or underlet or part with or share possession of any part of the Property (as distinct from the whole)

9.2 underlet the Property otherwise than with the prior written consent of the Landlord and in a form containing a covenant by the underlessee to observe and perform the covenants and conditions contained in this Lease mutatis mutandis and first approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed) and to account to the Landlord for its reasonable fees incurred for granting such consent PROVIDED THAT the Tenant shall be entitled to grant a Short Term Tenancy of the Property for periods of two years or less containing a covenant by the underlessee to observe and perform the covenants and conditions contained in this Lease mutatis mutandis without the need for such consent

9.3 transfer or assign or underlet the Property (other than by way of a Short Term Tenancy as provided for in clause 9.2 above) without first procuring that the assignee transferee or underlessee as the case may be shall enter into the Deed of Covenant with the Landlord and account to the Landlord for its reasonable legal fees incurred in providing the Deed of Covenant (being not less than £100.00 plus VAT)

### Rent on Underletting

1. Not at any time during the Term to underlet or permit the Property to be underlet except upon terms that the underlessee shall be liable to pay throughout the term of such underlease not less than the aggregate of the Rent the Proportion of the Service Charge the Service Charge Adjustment and the Additional Contribution

### Covenants in underlease

11.1 To cause to be inserted in every underlease (whether mediate or immediate) except in the case of an underletting at a rack rent without payment of a premium for a period not exceeding seven years a covenant by the underlessee with the Landlord and with the Tenant to observe and perform all the covenants and conditions in this Lease contained (except the covenants for the payment of Rent and Service Charge) with a condition permitting re-entry in case of any breach of any of the said covenants or conditions (except as aforesaid)

11.2 To cause to be inserted in every Short Term Tenancy a copy of the Regulations and such regulations in addition to the Regulations that the Landlord or its authorised representative may from time to time reasonably impose acting in the interests of good estate management in relation to occupiers and/or use of the Property the Building and the Estate

### Registration of dispositions and charges

12. Upon every underletting (other than a Short Term Tenancy) assignment or transfer of the Property or the creation of any mortgage or charge thereon or upon the devolution of the Term howsoever arising within one month thereafter to give to the Landlord or its solicitors a notice in writing with full particulars thereof and to produce to the Landlord certified copies of every document evidencing such disposition and to pay to the Landlord a reasonable fee (being not less than £60.00 plus VAT) for the registration of every such notice (but in the case of a Short Term Tenancy to produce to the Landlord a certified copy of the document evidencing such disposition only if demanded and within seven days of such demand)

13. If at any time during the Term the Tenant moves from the address at Clause LR3 then the Tenant must as soon as is practicable give to the Landlord or its solicitors a notice in writing with full particulars of the Tenant’s permanent place of residence and if not within the UK then also an address for service within the UK and any subsequent change in such address within 14 days of any such change

### To permit inspections

14. To permit the Landlord or its agents either alone or with workmen at any reasonable hour in the daytime after reasonable notice except in the case of emergency to enter the Property and examine the state of repair and condition thereof and to take an inventory of the Landlord’s fixtures and fittings therein and that the Tenant will repair and make good all defects or want of repair and decoration for which notice in writing shall be given by the Landlord to the Tenant within three calendar months (or sooner in the case of emergency) after the giving of such notice and if the Tenant shall at any time make default in the performance of any of the covenants hereinbefore contained for or relating to the repair or decoration of the Property it shall be lawful for the Landlord (but without prejudice to the right of re-entry under Clause 8.1) to enter upon the Property and repair or decorate the same at the expense of the Tenant in accordance with the covenants and provisions hereof and the expenses of such repairs or decorations shall be repaid by the Tenant to the Landlord on demand

### Permit entry for repairs

15. To permit the Landlord or their tenants or occupiers of the adjoining or neighbouring properties of the Landlord or the respective agents or workmen of the persons aforesaid at reasonable hours in the daytime after reasonable notice (except in the case of emergency) to enter upon the Property for the purpose of executing repairs improvements or alterations to or upon any part of the Property or of the said neighbouring property or for the purpose of constructing laying down altering cleansing emptying removing renewing or maintaining any existing or new Conduits in or upon the Estate or any part thereof including the Property but making good to the reasonable satisfaction of the Tenant all damage thereby occasioned and the Tenant will not remove or interfere with any such Conduits Provided that any new Conduits shall be located in a position which will least interfere with the use and enjoyment by the Tenant of the amenities of the Property

### To pay costs of notices

16. To pay to the Landlord on demand all costs charges and expenses (including legal costs and surveyor’s fees) which may be incurred by the Landlord or which may become payable by the Landlord in respect of the preparation or service of a Schedule of Dilapidations or under or in contemplation of any proceedings in respect of the Property under Sections 146 and 147 of the Law of Property Act 1925 or in the preparation or service of any notice thereunder respectively notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

### To pay costs of consents

17. Unless otherwise specified in this lease to pay all reasonable costs and expenses of the Landlord (if appropriate) (including its solicitor’s and surveyor’s costs and fees) incurred in granting any consent under this Lease

### Not to void insurance

18. Not to do or permit or suffer any act matter or thing in or upon the Property which may render any increased or extra premium to be payable for the insurance of the Building or any part of the Estate or which may make void or voidable any policy for such insurance and to indemnify the Landlord against any increased or additional premium which by reason of any such act or default of the Tenant may be required for effecting or keeping up any such insurance and in the event of the Property the Building or the Estate or any part thereof being damaged or destroyed by fire or any other risk insured in accordance with the provisions hereinafter contained at any time during the Term and the insurance money under any insurance policy effected thereon in accordance with such provisions being wholly or partially irrecoverable by reason solely or in part of any act of default of the Tenant then and in every such case the Tenant will forthwith pay to the Landlord the whole or (as the case may require) a fair proportion of the cost of rebuilding and reinstating the same any dispute as to the proportion to be so contributed by the Tenant or otherwise in respect of or arising out of this provisions is to be referred to arbitration in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

### To permit letting notice

19. To permit the Landlord or its surveyors or agents at any time during the last three months of the Term howsoever determined to exhibit suitable notice boards in any part of the highway frontage of the Property confirming that the Property is to be let or sold and also at all convenient hours in the daytime by appointment if reasonably possible to enter into and to show the Property to any person desiring to view the same and to allow any person producing a written authority from the Landlord or its surveyors or agents to enter and view the same

### To yield up in repair

20. At the expiration or sooner determination of the Term to yield up to the Landlord the Property together with all additions and improvements made thereto in the meantime so decorated repaired cleansed maintained amended and kept as aforesaid

### Not to obstruct entrances

21. Not to do or suffer to be done anything which might hinder or prevent free access to the entrance to the Building and in particular not without the Landlord’s written authority to park or allow the parking of any motor vehicle on any part of the Estate

### To forward notices

22. Forthwith to give notice to the Landlord of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Tenant or any underlessee of the Property and if so required by the Landlord to produce the same and where reasonably required by the Landlord make or join in making such applications or representations in respect thereof as are referred to in Paragraph 9.2 of the Sixth Schedule

### Not to erect aerials

23. Not to erect or cause or permit to be erected upon the exterior of the Property or upon any exterior part of the Building any satellite television dish or any wireless television or other aerial or other apparatus for receiving wireless telegraphic or other signals and not to cause or permit any such aerial or apparatus wholly or in part to project from the interior of the Property

### To pay or contribute to repairs necessitated by the Tenant’s default

24. To repay to the Landlord all costs charges and expenses incurred by the Landlord in repairing renewing and reinstating any part of the Building not hereby demised or any Conduits serving the Building so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act of negligence or default of the Tenant

### Not to obstruct windows

25. Not to stop up darken or obstruct any windows or lights belonging to the Building or any adjoining or neighbouring buildings belonging to the Landlord nor knowingly permit any new window light opening doorway path passage drain or other encroachment or easement to be made or attempted to be made forthwith upon first becoming aware thereof to give notice in writing to the Landlord and at the request of the Landlord to adopt such means as may be reasonably required or deemed proper for preventing such encroachment or the acquisition of any such easement

### To occupy as a Student Bed-sit

26. Not without the Landlord’s consent to use or occupy the Property:

26.1 otherwise than as a student bed-sit for the accommodation of one student only

26.2 without prejudice to the general application of Clause 26.1 hereof not to carry on in the Property or any part thereof any business as defined by Section 23(2) of the Landlord and Tenant Act 1954 or any statute amending or re-enacting the same

### To observe the regulations

27. The Tenant covenants with the Landlord at all times during the Term to observe the Regulations

Part : Regulations to be observed by the Tenant

1. Not to construct or place any additional building or other erection on the Property or make any external alteration or addition to the Property without the written consent of the Landlord to a detailed drawing thereof PROVIDED THAT on any such application for approval as aforesaid the Tenant shall pay to the Landlord such reasonable fee for the consideration of such application as the Landlord shall from time to time prescribe whether the approval of the Landlord to such application be given or not
2. Not without the written consent of the Landlord to use the Property or suffer the same to be used for the purpose of any manufacture trade or business of any description or as an apart-hotel or for lettings of less than six months or for any purpose other than as a private dwelling nor place or suffer to be placed on any part of the Property any showboard placard or nameplate
3. Not to do or suffer to be done any act or thing in or about the Property which shall or may grow to the annoyance nuisance damage or disturbance of the Landlord or the owner or occupier of any part of the remainder of the Building and the Estate
4. Not to place or keep dustbins or refuse bags or the like other than in the bin store provided for such purpose to keep the said bin store in a neat and tidy condition
5. Not to erect or display any notice offering the Property for sale or letting
6. Not to leave or park or permit to be left or parked any vehicle caravan motorhome boat or trailer on any part of the Estate save as specifically permitted by this lease
7. Not to erect or place television aerials on the roof or exterior of the Building nor to erect or place any aerial satellite receiver or similar apparatus for the reception or transmission of television or radio signals on any part of the Building so as to be visible from the remainder of the Building or the Estate or which might cause interference with the reasonable enjoyment of the remainder of the Building or the Estate
8. Not to do anything which would obstruct the easy access over the Private Accessway or the communal gardens footpaths roads and open areas within the Estate
9. Not to use any electrical device which is not designed for domestic use without it having an effective suppressor fitted thereto
10. Not to keep any animal bird fish reptile or other creature in the Property except for a sight or hearing dog required in connection with an infirmity or disability of the Tenant or other lawful occupier
11. Not to place any item in nor to obstruct the entrance hall staircase and landings or accessways giving access to the Property
12. Throughout the Term to close cover all floors of the Property with carpet wooden or other flooring comprising suitable high quality sound absorbing material or supported by high quality sound absorbing underlay such that the noise levels emitted from the Property are absorbed and are kept at an absolute minimum and in satisfaction of the appropriate Statutory Authority's building regulation requirements from time to time and are not altered without the consent of the Landlord PROVIDED THAT nothing in this clause shall prevent the Tenant from being able to remove the floor coverings whilst cleaning repairing or decorating the Property or for some temporary purpose
13. Not to place or fix outside the windows of the Property any sun blinds window boxes flower pots or other articles without the written consent of the Landlord and not to put hang or permit to be hung any clothing or other articles upon the outside of the Property or the Building
14. Not to allow any radio or television or any musical or mechanical instrument to be played or any music or singing to take place in or on the Property so as to be an annoyance to the Landlord or the tenants and occupiers of the other properties in the Building and not to allow any musical or mechanical instrument to be played or any music or singing to take place in the Building at all between the hours of eleven p.m and eight a.m
15. Not to waste water supplied to the Property
16. Not to use or permit to be used any barbecue in the Property in the Building or on any part of the Estate
17. Not to permit any washing to be hung in the Communal Areas or in any common parts of the Building or on the Estate save in the rooms set aside for use as a laundry, if any
18. Not to store or permit to be stored any item whatsoever in any loft area accessible from the Property
19. Not to install any blinds dressings or other covering in the windows of the Property that are visible from the outside save for those of a type first approved by the Landlord
20. Not to decorate the window reveals in any colour other than in a colour and tone first approved by the Landlord
21. Not to store or permit to be stored any gas or other fuel bottles or other potentially explosive container in the Property in the Building or on any part of the Estate

THE FIFTH SCHEDULE

Computation of the Service Charge

1. The Service Charge shall be a sum equal to the total cost of the aggregate Service Charge for the whole of the Building for each Service Charge Year (computed in accordance with this Schedule) and the sum due in respect of the Property shall be the Proportion
2. The Service Charge in respect of each Service Charge Year shall be computed not later than the beginning of December immediately preceding the commencement of the Service Charge Year (other than the Service Charge for the Service Charge Year current at the date of this Lease which has already been computed) and shall be computed in accordance with Paragraph 3 of this Schedule
3. The Service Charge shall consist of a sum comprising:-

3.1 the expenditure estimated as likely to be incurred in the Service Charge Year by the Landlord for the purposes mentioned in the Sixth Schedule and the Seventh Schedule together with

3.2 an appropriate amount as a reserve for or towards those of the matters mentioned in the Sixth Schedule and the Seventh Schedule as are likely to give rise to expenditure after such Service Charge Year being matters which are likely to arise either only once during the then unexpired Term or at intervals of more than one year during such unexpired Term including (without prejudice to the generality of the foregoing) such matters as the decorating of the exterior of the Building the repair of the structure thereof and the repair of the Conduits

3.3 a reasonable sum to remunerate the Landlord for its administrative and management expenses in respect of the Estate (including a profit element) such sum if challenged by any tenant to be referred for determination by an independent Chartered Accountant appointed on the application of the Landlord by the President of the Institute of Chartered Accountants in England and Wales acting as an expert

3.4 but reduced by such amount (if any) as the Landlord at the date of computation intends to draw from reserve during the Service Charge Year PROVIDED THAT the Service Charge for the first Service Charge Year shall be computed on the basis of Paragraphs 3.1 and 3.3 above

1. After the end of each Service Charge Year the Landlord shall determine the Service Charge Adjustment calculated as set out in the following Paragraph

4.1 The Service Charge Adjustment shall be the amount (if any) by which the respective estimates under Paragraph 3 of this Schedule shall have exceeded or fallen short of the actual expenditure in the Service Charge Year

4.2 The Tenant shall be credited with or shall on demand pay (as the case may be) the Proportion of the Service Charge Adjustment appropriate to the Property

1. Subject to the provisions of Paragraph 3.3 of this Schedule a certificate signed by the Landlord and purporting to show the amount of the Service Charge or the amount of the Service Charge Adjustment for any Service Charge Year shall be conclusive of such amount save as regards manifest errors
2. The Landlord shall arrange for accounts of the Service Charge in respect of each Service Charge Year to be prepared and shall supply to the Tenant a summary of such accounts
3. If in the reasonable opinion of the Landlord it should at any time become necessary or equitable to do so the Landlord shall recalculate the proportions of the Service Charge appropriate to the properties in the Estate in such manner as the Landlord (acting reasonably) shall consider to be equitable and shall notify the tenants accordingly and in such case as from the date specified in the notice the new proportion notified to the Tenant in respect of the Property shall be substituted for that set out in Paragraph 1 of this Schedule and the new proportions notified to the other tenants in respect of the other properties shall also be substituted for those set out in the corresponding provision of their leases
4. The Landlord may change the commencement date of the Service Charge Year from time to time and will notify the Tenant accordingly

THE SIXTH SCHEDULE

Purposes for which the Service Charge is to be applied

### Decoration and repair of structure and maintenance of grounds

1. As often as may in the opinion of the Landlord be necessary and in the interest of good estate management to prepare and decorate in appropriate colours with good quality materials in a workmanlike manner all the outside rendering wood seals and metalwork of the building comprising the properties within the Building usually decorated
2. To keep the structural walls ceilings and floors of the said properties within the Building and the whole of their structure roof foundations and all Conduits and boundary walls and fences within the Building (but excluding such parts thereof as are included in the Property by virtue of the definition contained in the First Schedule and the corresponding parts of all other properties in the Building) in good repair and condition
3. Properly to cultivate and preserve in good order and condition the Communal Areas and to keep the Private Accessway the Communal Areas footpaths roads open areas fences screens and walls within the Estate properly maintained and surfaced

### Decoration and repair of common parts

1. To keep the entrance hall staircase and landing (if any) leading to the properties in the Building and used in common by the tenants and occupiers of such properties and all Conduits now laid or hereafter to be laid in or upon the Building or any part thereof (other than those serving exclusively individual properties therein) in good repair and condition and as often as may in the opinion of the Landlord acting in the interest of good estate management be necessary in a suitable and workmanlike manner to prepare and decorate with good quality materials the interior of the said common parts
2. To keep the common parts aforesaid suitably furnished lit and cleaned and supplied with electricity

### Payment of outgoings

1. To pay all existing and future rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which are now or during the Term shall be assessed charged or imposed or payable on or in respect of the entirety of the Building or the curtilage or common parts thereof and in the event of the curtilage or common parts or any parts thereof or such property being assessed or charged together with any other property or properties to pay a due proportion thereof to be conclusively determined by the Landlord
2. To pay all costs and expenses incurred by the Landlord in maintaining a supply of electricity gas and cold water to the Building

### Employment of staff

1. Unless prevented by any cause beyond the control of the Landlord to keep such staff to perform such services as the Landlord shall think necessary in or about the Building but so that the Landlord shall not be liable to the Tenant for any act default or omission by such staff and to pay or make such provision as the Landlord shall think fit for pensions annuities or retirement or disability benefits for staff on the termination of their employment

### Payment of costs incurred in management

1. To make provision for the payment of all proper costs and expenses incurred by the Landlord:-

9.1 in the running and management of the Building and the collection of the rents and service charges in respect of the properties therein and in the enforcement of the covenants and conditions and regulations contained in the leases of the properties in the Building and

9.2 in making such applications and representations and taking such action as the Landlord shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Tenant or any underlessee of the Property or on any tenant of any other of the properties in the Building or on the Landlord in respect of the Building or the Communal Areas or all or any of the properties therein and

9.3 in the determination of the Landlord’s remuneration referred to in Paragraph 3.3 of the Fifth Schedule

9.4 in the preparation and certification of the Service Charge accounts by an independent accountant

9.5 in the payment of the proper costs fees and expenses paid to any agent accountant or legal representative surveyor or other individual or organisation appointed by the Landlord in connection with the provision of the services set out in this Schedule

### Television aerial/satellite dish and other common systems

1. To pay all expenses of providing maintaining repairing renewing servicing or otherwise relating to any common television aerial/satellite dish service internal telephone system door entry/porter system electronic doors and gates Lifts or other apparatus (if any of the foregoing are installed) including any proper fees or charges payable to any contractor person or corporation in respect of the same

### Enforcing covenants of other tenants in favour of the Landlord

1. If so required by any tenant of a property in the Building to enforce the covenants and conditions contained herein on the part of the Tenant or the similar covenants and conditions entered into or to be entered into by the tenants of other properties in the Building in favour of the Landlord so far as the same affect the property demised to the tenant requiring such enforcement and on such tenant indemnifying the Landlord against all costs and expenses in respect of such enforcement and (if so required by the Landlord) giving reasonable security for such costs and expenses

### Insurance

1. To keep the Building (including the Landlord’s fixtures and fittings and the furnishings of the common parts thereof but not the contents of any property therein) and the Development insured or to procure that the same are kept insured against loss or damage by fire lightning explosion earthquake storm flood escape of water riot terrorism (in so far as this is a risk for which cover is available in the open insurance market for properties of this nature) civil commotion subsidence heave or landslip (in each case subject to availability) and such other risks as the Landlord shall think fit for a sum equal to not less than the full replacement value thereof including loss of ground rent and all architect’s surveyor’s and other fees necessary in connection therewith in some insurance office of repute and through such agency as the Landlord shall in its discretion decide and to have the Tenant and the tenants of the other properties included in the policy as insured persons and to produce to the Tenant on request the policy of insurance and the receipt for the current premium and forthwith to utilise the proceeds received of any such policy as far as the same will extend to rebuild or reinstate the Building and the Tenant hereby authorises the Landlord to receive the insurance moneys for this purpose but without prejudice to the Tenant’s liability to pay or contribute to the costs thereof as hereinbefore provided in the event of the insurance money being wholly or partially irrecoverable by reason of any act or default of the Tenant his servants agents guests invitees or licensees PROVIDED THAT the Building shall be deemed to be insured for a sum equal to the full replacement value thereof notwithstanding that any policy of insurance in force contains a provision whereby the first part of any loss shall not be borne by the Insurers (hereinafter called “an excess provision”) so long as the Landlord is satisfied that the inclusion of such an excess provision in any policy of insurance is in the general interest of the tenants of the properties in the Building having regard to the additional costs of insuring without such an excess provision

### Third party insurance

1. To effect insurance against the liability of the Landlord to third parties and against such other risks and in such amount as the Landlord shall think fit (but not against the liability of individual tenants as occupiers of the properties in the Building)

### Payment of taxes

1. To pay any taxes which may be assessed or charged on the Service Charge or the income arising from any investment of the same

### Cost of discontinuance

1. To pay any costs incurred in or resulting from the discontinuance of any matters pursuant to Clause 5.4

### Joint expenditure

1. To reimburse to the adjoining owner (which expression shall include the Landlord and its successors in title being the owner or owners of any adjoining property and any agent or administration company or trustee employed by them) a due proportion of any expenditure incurred by the adjoining owner which relates both to any such adjoining property and to the Building and falls within any of the purposes mentioned in this Schedule Provided always that where any such expenditure is incurred it shall be apportioned in such manner as may be agreed between the Landlord or the Surveyor and the adjoining owner’s surveyor or in default of agreement determined by an independent surveyor to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Landlord who shall act as an expert and whose determination shall be final and binding on the parties

### Payment of interest

1. To pay all interest costs and expenses that may be incurred by the Landlord in the event of the Landlord having to arrange a loan to maintain a credit balance in the Service Charge fund from a bank or other institution or in the event of the Landlord making a loan from its own funds paying such interest costs and expenses as are no more than those currently chargeable in the open market for such commercial transactions

### Other services and expenses

1. To carry out all repairs to any other part of the Building or the Estate for which the Landlord may be liable and to provide and supply such other services for the benefit of the Tenant and the tenants of other properties in the Building or the Estate and to carry out such other repairs and such improvement works additions and to defray such other costs (including the modernisation or replacement of plant and machinery) as the Landlord shall consider necessary to maintain the Building or the Estate as a good class development or otherwise desirable in the general interest of the Tenant and the tenants of other properties in the Building or the Estate

THE SEVENTH SCHEDULE

Building and Estate costs

1. Maintenance lighting and cleaning of Communal Areas and Facilities
2. General External/Grounds maintenance and repairs
3. General repairs and maintenance including Lifts and electricity operated entrances
4. Maintenance and cleaning of common parts within the Building
5. Maintenance cleaning repair and redecoration of the Building
6. Insurance
7. Maintenance of gas and electricity supplies (including bulb replacement) to the Estate and the Building
8. Maintenance of water supply to the Building and any water boosters and associated equipment and machinery and water storage tanks on the Estate
9. Cleaning of bin store and refuse collection
10. Management and administration
11. Maintenance of door entry system or other access control, CCTV and security
12. Cleaning of all windows externally, and internally in the common areas
13. Maintenance of fire protection equipment
14. Maintenance of common TV/Satellite and/or any electronic communications system
15. Reserve Fund
16. Accountancy Fees

THE EIGHTH SCHEDULE

Deed of Covenant

**This Deed of Covenant** is made the day of 20

**BETWEEN**

Queensland Place Limited (Company no. 09212716) whose registered office is at (“the Landlord”) (1) and

[ ] (“the Transferee”)

1.1 In this Deed the following terms shall have the following meanings:-

“The Property” means

\*,)

“The Lease” means the Lease of the Property dated [ 201\_ and made between the Landlord (1) and Tenant (2)

1.2 **IN** this Deed where the context so admits or requires:

1. Where the expression “the Transferee” includes two or more persons the obligations on the Transferee herein contained shall be deemed to be joint and several
2. Words importing the singular number only include the plural number and words importing the masculine gender only include the feminine gender
3. The expression “the Landlord” and “the Transferee” shall include their respective successors in title
4. “Communal Areas” “Estate” “Quarterly Dates” “Proportion” “Services” “Service Charge” and “Tenant” shall have the meanings afforded to them in the Lease
5. The Transferee has agreed to take an assignment of the Lease in respect of the Property together with the benefit of but subject to the covenants and rights in respect of the Estate and the Communal Areas set out in the Lease
6. The Transferee has agreed to enter into this Deed in the manner appearing below
7. The Transferee covenants with the Landlord that he will:-
   1. Pay to the Landlord in advance on the Quarterly Dates (or such other date as determined pursuant to the Lease) in every year the Proportion of the Service Charge estimated by the Landlord as being required to enable the provision of the Services during that year and forthwith upon demand to pay to the Landlord any underpayment in respect of any previous calendar year
   2. Observe and perform all of the covenants on the part of the Tenant contained in the Lease
   3. Not transfer the Property to any person or persons or company without first procuring that any transferee has first entered into a Deed of Covenant with the Landlord in the form hereof
   4. Pay the Rent to the Landlord on the dates and as provided for in the Lease

IN WITNESS whereof this Lease was executed and is delivered on and takes effect from the day and year first before written

COUNTERPART

SIGNED AS A DEED by the

Tenant in the presence of

Witness signature

Witness name (print)

Witness address