

**DATED**

**2019**

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Hawkhurst House Limited

- and -

Mrs For Example

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## **T E N A N C Y   A G R E E M E N T**

- of -

Suite XX

Hawkhurst House, Cranbrook Road, Hawkhurst, Cranbrook, Kent, TN18 5EF

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Rent: £139.42 per week

Service Charge: £755.42 per week

CooperBurnett  
Solicitors  
Napier House  
14-16 Mount Ephraim Road  
Tunbridge Wells  
Kent TN1 1EE

**IMPORTANT: THIS TENANCY IS A BINDING DOCUMENT. BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY TO ENSURE THAT IT CONTAINS EVERYTHING YOU DO WANT AND NOTHING UNACCEPTABLE TO YOU. IF YOU DO NOT UNDERSTAND THIS TENANCY OR ANYTHING IN IT, IT IS STRONGLY SUGGESTED YOU ASK FOR IT TO BE EXPLAINED TO YOU BEFORE YOU SIGN IT. YOU MIGHT CONSIDER CONSULTING A SOLICITOR, CITIZENS ADVICE CENTRE OR HOUSING ADVICE CENTRE.**

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### **PARTICULARS**

<b>Landlord</b>	Hawkhurst House Limited (Company Registration Number 10498015) whose registered office is at Hawkhurst House, Cranbrook Road, Hawkhurst, Cranbrook, Kent, TN18 5EF
<b>Leaseholder</b>	Mrs For Example
<b>Building</b>	The property known as part of Hawkhurst House, Cranbrook Road, Hawkhurst, Cranbrook, Kent, TN18 5EF as the same is registered under Title Number K273674.
<b>Premises</b>	Suite XX on the Ground floor of the Building which is shown edged red on Plan 1 and the Land Registry Plan (Plan 2) including the fixtures and fittings therein.
<b>Commencement Date</b>	_____
<b>Specified Rent</b>	£139.42 per week or such amount as becomes payable following a review pursuant to the Fifth Schedule.
<b>Initial Service Charge</b>	£755.42 per week
<b>Survivor's Service Charge</b>	Not applicable

# PLAN 1

# PLAN 2

# PLAN 3

**THIS LEASE** which is made by Deed the                      day of                      2019  
between the Landlord of the one part and the Leaseholder of the other part

**RECITES THAT:-**

- (1) The Landlord is registered at H.M. Land Registry as proprietor with absolute title to the Building.
- (2) The Landlord has agreed to grant to the Leaseholder a lease upon payment by the Leaseholder of the Specified Rent
- (3) The Landlord wishes to create a social environment within the care suite complex situated in the Building which is suitable for older people with care needs arising from physical frailty and/or dementia.

**AND NOW WITNESSES** as follows:-

- 1(1) References to "the Landlord" and "the Leaseholder" shall include the successors in title of them respectively
- 1(2) The following expressions have where the context admits the following meanings:-
  - 1(2)(a) The expressions set out in the left hand column of the Particulars on the first page of this Lease shall have the meanings assigned to them by the right hand column of those Particulars
  - 1(2)(b) "The Premises" includes:
    - (i) the floor and ceiling finishes, but not any part of the floor slabs and ceiling slabs that bond the Premises
    - (ii) the inner half severed medially of the internal non-load-bearing walls that divide the Premises from any other premises
    - (iii) the interior plaster and decorative finishes of all walls fronting the premises
    - (iv) all additions and improvements to the Premises
    - (v) all the Landlord's fixtures and fittings and fixtures of every kind that are from time to time in or on the Premises, whether originally fixed or fastened to or on the Premises or otherwise except any fixtures installed by the Leaseholder that can be removed from the Premises without defacing them

(vi) all conduits exclusively serving the Premises

BUT EXCLUDING all structural parts of the Premises and excluding the doors and windows and window frames at the Premises

1(2)(c) "The Common Parts" means the entrance landings lifts staircases and other parts (if any) of the Building and any garden appurtenant to it which are intended to be or are capable of being enjoyed or used by the Leaseholder in common with the occupiers of the other units in the Building as shown edged blue on Plan 3

1(2)(d) "the term" means the term hereby granted

1(2)(e) "Person" includes a company corporation or other body legally capable of holding land

1(2)(f) Expressions relating to the calculation of the Service Charge are defined in the Fourth Schedule

1(2)(g) "personal care" includes personal care for people in need of such by reason of old age disablement past or present dependence on alcohol or drugs or past or present mental disorder or for any other reason

1(3) Where the Leaseholder is more than one person the covenants on the part of the Leaseholder shall be joint and several covenants

1(4) The singular includes the plural and the masculine includes the feminine and neuter and vice versa

1(5) References herein to any statute or any section of any statute include a reference to any statutory amendment modification or re-enactment thereof for the time being in force

2. In consideration of the aforesaid agreement and the Specified Rent and the Leaseholder's covenants reserved and contained below the Landlord **HEREBY DEMISES** the Premises to the Leaseholder **TOGETHER** with the easements rights and privileges mentioned in the Second Schedule subject as there mentioned **EXCEPT AND RESERVING** to the Landlord the rights set out in the Third Schedule **TO HOLD** the Premises to the Leaseholder for the term of **SEVEN YEARS** from the Commencement

Date **YIELDING AND PAYING** therefore **FIRSTLY** the Specified Rent by equal monthly payments in advance on the first day of each month the first payment to be made on the date hereof **SECONDLY** the Service Charge pursuant to Clause 3(2)(c) of this Lease by equal monthly payments in advance on the first day of each month the first payment to be made on the date hereof

3. **THE** Leaseholder **HEREBY COVENANTS** with the Landlord

3(1) To pay the Specified Rent and all other monies due hereunder at the times and in the manner mentioned above without deduction **PROVIDED ALWAYS** if and whenever the Specified Rent or any other monies due hereunder to the Landlord shall at any time be unpaid for a space of fourteen days after becoming payable the same shall until paid bear interest calculated on a day to day basis at an annual rate of 3% above the Base Rate of Barclays Bank PLC for the time being in force.

3(2)(a) Except for Council Tax payable in respect of the Premises, to pay and discharge all existing and future rates taxes assessments and outgoings whatsoever now or at any time during the term payable in respect of the Premises or any part thereof in the event of the Premised being assessed separately for rating purposes and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Premises.

3(2)(b) To pay the Service Charge in accordance with Clause 8.

3(3)(a) Not to make any alterations or additions to the Premises or any alterations or additions to the interior of the Premises nor to erect any new buildings thereon nor in any way to interfere with the outside of the Building nor to remove any of the Landlord's fixtures from the Premises nor interfere with any apparatus or installations at the Premises and not deliberately to damage or commit waste to the Premises or any part of them and in particular the Leaseholder shall not remove or interfere with the carpets or floor coverings or do anything which might increase the transmission of noise through the floors or from the Premises to another part of the Building.

3(3)(b)(i) Save for fair wear and tear the Leaseholder must keep any furniture and furnishings belonging to the Landlord in good order



and condition and must not remove any of them from the Premises.

- (ii) Save for any wear and tear the Leaseholder must make good any damage to the furniture and furnishings caused by the Leaseholder and replace with articles of a similar kind and value any items broken or damaged by the Leaseholder as reasonably requested by the Landlord.
- (iii) The Leaseholder may with the Landlord's prior consent in writing bring the Leaseholder's own furniture and furnishings onto the Premises and the Leaseholder will if so requested produce evidence to the Landlord that the furniture and furnishings comply with the Furniture and Furnishings (Fire Safety) Regulations 1988.

3(3)(c) The Leaseholder will not bring any electrical equipment onto the Premises unless that equipment has been subject to and passed the Personal Appliance Testing (PAT) Regulations.

3(4) Promptly to serve on the Landlord a copy of any notice order or proposal relating to the Premises and served on the Leaseholder by any national local or other public authority

3(5) To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Landlord for the purpose of or incidental to the preparation and service of a Notice under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief by the Court or otherwise incurred by the Landlord in respect of any breach of covenant by the Leaseholder hereunder

3(6) To pay all expenses required or imposed by any existing or future legislation in respect of any user of the Premises during the term

3(7) To permit the Landlord and its surveyor or agent at all reasonable times on notice to enter the Premises to view the condition thereof

3(8) At all reasonable times during the term on notice to permit the Landlord and those duly authorised with workmen and others to enter the Premises for the purpose of repairing any adjoining or neighbouring premises and for the purpose of repairing maintaining and replacing all sewers drains pipes cables gutters wires party structures or other conveniences

belonging to or serving the same the party so entering making good any damage thereby caused to the Premises and for the purpose of complying with the Landlord's obligations under Clause 5 of this Lease

- 3(9) At the expiration or sooner determination of the term peaceably to yield up the Premises to the Landlord with vacant possession in accordance with the Leaseholder's covenants in this Lease **PROVIDED THAT** damage by fire or other risks insured under Clause 5(2) is excepted from the Leaseholder's liability under this sub-clause unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder
- 3(10) Not to assign underlet charge mortgage or part with or share possession of the whole or any part only of the Premises
- 3(11) The Leaseholder may at any time during the term surrender the whole of the Premises by giving immediate written or verbal notice to the Landlord whereupon this Lease shall end but without prejudice to the parties' prior rights and obligations
- 3(12) To repay to the Landlord all costs charges and expenses incurred by it in repairing renewing and reinstating any part of the Building so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act neglect or default of the Leaseholder
- 3(13) To do such acts and things as may reasonably be required by the Landlord to prevent any easement or right belonging to or used with the Premises from being obstructed or lost And not knowingly to allow any encroachment to be made on or easement acquired over the Premises and in particular not to allow the right of access of light from or over the Premises to any neighbouring property to be acquired
- 3(14) Not to use the premises for any purpose other than a use which is authorised by Town and Country Planning legislation including the Town and Country Planning (Use Classes) Order 1987 or any statutory amendment thereto
4. The Leaseholder **HEREBY COVENANTS** with the Landlord as follows:-
- 4(1) That the Leaseholder will at all times observe the covenants set out in the First Schedule
- 4(2) That the Leaseholder will at all times comply with such reasonable regulations as the Landlord may make from time to time relating to such

other matters as the Landlord considers necessary or desirable for the purpose of securing the safety orderliness or cleanliness of the Building or the Common Parts or the comfort or conveniences of the tenants of the Building or the efficient or economical performance by the Landlord of its obligations under this Lease

5. **THE** Landlord **HEREBY COVENANTS** with the Leaseholder as follows:-

- 5(1) Subject to the Leaseholder accepting and recognising that the Building is to be used as a care facility for residents suffering from dementia senility or Alzheimer's disease, that the Leaseholder paying the rents hereby reserved and performing and observing the covenants herein contained may peaceably enjoy the Premises during the term without any lawful interruption by the Landlord or any person rightfully claiming under or in trust for it
- 5(2) That the Landlord will at all times during the term (unless such insurance shall be vitiated by any act or default of the Leaseholder) keep or procure that the Building is kept insured against loss or damage by fire and such other risks as the Landlord may from time to time reasonably determine in some insurance office of repute to its full reinstatement value (including all professional fees in connection with any reinstatement and three years' loss of rent) including public liability and whenever required will produce to the Leaseholder the insurance policy and the receipt for the last premium for the same and will in the event of the Building being damaged or destroyed by fire or other risks covered by such insurance as soon as reasonably practicable make a claim against the insurers and lay out the insurance monies in the repair rebuilding or reinstatement of the same
- 5(3) That it will maintain, repair, redecorate and renew:-
- (a) The Premises roof foundations and main structure of the Building and all external parts thereof including all external and load-bearing walls the windows and doors on the outside of the flats within the Building
  - (b) The pipes sewers drains wires cisterns and tanks and other gas electrical drainage ventilation and water apparatus and machinery in under and upon the Building.
  - (c) The Common Parts.

- 5(4) That (subject to payment by the Leaseholder of the Service Charge and all monies due under this Lease) so far as practicable the Landlord will:
- (i) Keep the Common Parts of the Building adequately cleaned and lighted and pay all taxes rates and assessments which relate to the Building including any Council Tax levied on the Premises but excluding any capital or other tax or assessment levied on the Premises arising from any devolution of title to the Premises including a surrender of the Lease
  - (ii) Use reasonable endeavours to provide the following facilities and services to such reasonable standards and quality and in such amount and at such times and which may be delivered or provided to the Leaseholder in such manner as the Landlord may reasonably decide namely:
    - (a) Make arrangements for the collection and removal of refuse from the premises.
    - (b) Pay for gas and electricity consumed at or in respect of heating and lighting provided to the Common Parts and the Premises subject in relation to the Premises the Leaseholder not consuming or using gas or electricity materially in excess of normal domestic usage.
    - (c) Personal laundry service by washing machine (but excluding dry cleaning and clothing repairs or alterations).
    - (d) Bed-making and cleaning of the Premises.

**PROVIDED THAT:-**

- (a) The Landlord shall not be liable to the Leaseholder for any failure in or interruption of such services not attributable to its neglect or default or any temporary failure or interruption of services; and
- (b) the Landlord may add to diminish modify or alter any such service if by reason of any change of circumstances during the term such addition diminution or alteration is in the opinion of the Landlord reasonably necessary or desirable in the interest of

good estate management or for the benefit of the occupiers of the Building

- 5(5) That every lease or tenancy of premises in the Building hereafter granted by the Landlord shall contain covenants to be observed by the tenant thereof similar to those set out in the First Schedule hereto
- 5(6) If so reasonably required by the Leaseholder the Landlord shall enforce the tenant's covenants similar to those contained in this Lease which are or may be entered into by the tenants of other premises in the Building so far as they affect the Premises provided the Leaseholder indemnifies the Landlord against all costs and expenses of such enforcement and if required first provides the Landlord with such sums or other security as the Landlord shall reasonably require for the Landlord's security for the costs of such enforcement
- 6(1) The Leaseholder will at all times during the term have an agreement in place for the provision of personal care provided always that nothing shall in any way fetter restrict or limit the right of the Leaseholder at all times throughout the term to choose the party from whom such personal care is received provided such party is registered to provide care with CQC (the Care Quality Commission) evidence of which registration shall be provided to the Landlord if requested
- 6(2) If the Leaseholder enters into an agreement for the provision of personal care with any party other than the Landlord, the Leaseholder will provide the Landlord with a copy of the agreement entered into with the other party

**PROVIDED ALWAYS** and it is hereby agreed as follows:-

- 7(1) If the rents hereby reserved or any part of them shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Leaseholder shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part of them in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Leaseholder's covenants or the conditions contained in this Lease
- 7(2) The Landlord shall not be liable for any damage suffered by the Leaseholder or any member of the Leaseholder's family or any employee

servant or licensee of the Leaseholder through any defect in any fixture tank pipe wire staircase machinery apparatus or thing in the Building or through the neglect default or misconduct of any servant employed by the Landlord in connection with the Building or for any damage to the Premises due to the bursting or overflowing of any pipe tank boiler or drain in the Building except insofar as any such liability may be covered by insurance effected by the Landlord PROVIDED THAT nothing in this clause shall exempt the Landlord from any liability which cannot be excluded as a matter of law namely death or personal injury caused by the Landlord's negligence

- 7(3) Notwithstanding anything contained in this Lease the Landlord shall have power without obtaining any consent from or making any compensation to the Leaseholder to deal as the Landlord may think fit with any other land buildings or premises adjoining or near to the Building and to erect rebuild or heighten on such other land or premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time during the term be enjoyed by the Leaseholder or other tenants or occupiers of the Premises
- 7(4) The Landlord shall have power at its discretion to alter the arrangement of the Common Parts Provided that after such alteration the access to and amenities of the Premises are not substantially less convenient than before
- 7(5) Every internal wall separating the Premises from any other part of the Building shall be a party wall severed medially
- 7(6) If the whole or any part of the Premises (or the Common Parts necessary for access to it) is destroyed or damaged by fire or any other risks covered by the Landlord's insurance so as to be rendered unfit for use then (unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder) the Rent firstly and Service Charge secondly reserved or a fair proportion of it shall be suspended until the earlier of (a) the date upon which the Premises (and the Common Parts necessary for access) are again fit for use or (b) the expiry of the Landlord's loss of rent insurance
- 7(7) In the event of the repair rebuilding or re-instatement of the Premises being frustrated for any reason beyond the control of the Landlord and/or the Leaseholder the Leaseholder will surrender to the Landlord this Lease by deed if so required within fourteen days of a request in writing by the Landlord

- 8(1) In this Clause the following expressions have the following meanings:-
- (a) "Account Year" means a year ending on the 31<sup>st</sup> March
  - (b) "the Service Charge" means in respect of the first Account Year the Initial Service Charge and in respect of each subsequent Account Year such New Service Charge as shall have been calculated pursuant to the provisions of The Fourth Schedule to this Lease.
- 8(2) The Leaseholder **HEREBY COVENANTS** with the Landlord to pay the Service Charge during the term by equal payments monthly in advance on the first day of each calendar month or as directed by the Landlord in writing.
- 8(3) The Service Charge in respect of any Account Year shall be fixed subject only to variation in accordance with the indexation provisions set out in the Fourth Schedule to this Lease
- 8(4) (a) Where the Leaseholder comprises two persons then as from the date on which the first Leaseholder dies the provisions of this Lease shall be read as if in the Particulars the figure stated as the Initial Service Charge had been replaced by the figure stated as the Survivor's Service Charge but without prejudice to the indexation provisions in the Fourth Schedule to this Lease so that the indexation will be deemed to have applied to the Survivor's Service Charge as from the date on which this Lease was granted
- 8(5) For the avoidance of doubt it is hereby agreed and declared that the provisions of Sections 18 to 30 Landlord and Tenant Act 1985 as amended do not apply to the provisions hereof
9. In the event of
- 9(1) The Premises or the means of access to them being required for demolition or in connection with a scheme of redevelopment, rebuilding, refurbishment or reconstruction or where the Premises are so required or can no longer lawfully be used for the use permitted by this Lease because of (a) a legal requirement in particular any change in statutory or other regulations or codes of practice or (b) if for any reason the Building or any part of it and or adjoining premises are no longer fit for

purpose or are unsafe or are likely to be in breach of health and safety regulations at the relevant time

- 9(2) The Leaseholder having breached or being in breach of any one or more of the covenants in Clauses 3(14) or in Clause 6 of this Lease or paragraphs 1, 2 (b), (c) or (d) of the First Schedule to this Lease

Then in any case the Landlord may determine this Lease by giving to the Leaseholder (a) in the case of 9.1 above not less than 3 months' notice in writing and (b) in the case of 9.2 above not less than 4 week's notice and on the expiry of such notice this Lease will determine absolutely ("the Break Date") upon which date the Leaseholder shall forthwith give up vacant possession to the Landlord in accordance with the covenants in this Lease but without prejudice to the antecedent rights and obligations of the parties

10. A notice to be served under this Lease shall be served in writing and shall be properly served if served upon the Landlord at its registered office and/ or upon the Leaseholder at the Premises and shall be deemed to have been made or delivered if left at such address or two days after being posted postage pre-paid and by first class recorded delivery in an envelope addressed to them at such address
11. For the purposes of the Landlord and Tenant (Covenants) Act 1995 the covenants on the part of the Leaseholder under this Lease are not personal covenants
12. For the purposes of Section 48 of the Landlord and Tenant Act 1987 the address at which any notices (including notices in any proceedings) may be served on the Landlord by the Leaseholder is (until the Leaseholder is notified to the contrary) the Landlord's address given in the Particulars
13. Where the Leaseholder is more than one person they shall hold the Premises on trust for themselves as joint tenants
- 14.1 If the Leaseholder wishes to renew this Lease he must serve a written request on the Landlord not less than 3 months and not more than 6 months before the end of the term granted by this Lease.
- 14.2 The Landlord shall be under no obligation to renew this Lease if there are any arrears of Specified Rent or Service Charge or any other amounts payable under this Lease or if any breach or non-observance of any obligation on the part of the Leaseholder contained or referred to in this Lease exists at any time following service of the Leaseholder's request.



- 14.3.1 Subject to the above the Landlord must on receipt of the Leaseholder's request and at the Leaseholder's expense grant to the Leaseholder a new lease of the Premises for a term of seven years from the end of the term previously granted by this Lease containing the same terms as this Lease including the provisions for indexation of Service Charge in the Fourth Schedule to this Lease but with the exception of the provision for renewal contained in this Clause 14 which shall be included only in the first renewal lease granted pursuant to this Clause but not in any further renewal to the intent that the maximum number of renewal leases capable of being granted pursuant to this clause 14 shall be two
- 14.3.2 In any renewal lease the figures stated as the Specified Rent the Initial Service Charge and if applicable the Survivor's Service Charge on the Particulars page shall be the Specified Rent the Service Charge and Survivor's Service Charge payable on the last day of the term granted by this Lease or in the case of the renewal lease being a second renewal the sums so payable on the last day of the term granted by the first renewal lease but always on the assumption that there have taken place all reviews on the Review Dates in each year as set out in the Fourth Schedule hereto.
- 14.3.3 The Specified Rent the Service Charge and if applicable the Survivor's Service Charge payable under the terms of any renewal lease shall be payable by equal monthly payments in advance on the first day of each month.
15. Immediately following the expiry of or earlier determination of the term granted by this Lease the Leaseholder shall at its own cost further apply to HM Land Registry and shall procure the removal of any notices restrictions or other entries on the Register of the Landlord's Title to the Building.
16. Following the death of the Leaseholder (or the death of the survivor where the Leaseholder comprises two persons) or if at any time during the term hereby granted the Premises shall remain unoccupied for a period of two calendar months or more then this Lease shall immediately come to an end but without prejudice to the rights and obligations of the parties under this Lease. If the Lease ends on these grounds, then neither the Leaseholder nor his or her representatives shall have any further rights in relation to the Premises.

**THE FIRST SCHEDULE**  
**LEASEHOLDER COVENANTS**

1. Not to use the Premises nor permit the same to be used for any purpose whatever other than as a private residence in single occupation only by not more than one person who shall have an ongoing need for personal care and who cannot at any time live independently nor at any time for any purpose falling within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 nor for any purpose from which a nuisance can arise to the owners lessees or occupiers of the other premises in the Building or of the premises in the neighbourhood
  
2. Not to do or permit to be done by visitors any act or thing which may:
  - (a) render void or voidable any policy of insurance on the Building or may cause an increased premium to be payable in respect thereof;
  - (b) cause or permit to be caused nuisance annoyance disturbance or inconvenience to the owners lessees or occupiers of premises in the neighbourhood or visitors thereto howsoever except (and only if actual or threatened physical violence or verbal abuse is not involved) where that nuisance annoyance disturbance or inconvenience arises from dementia or senility including Alzheimer's disease;
  - (c) result in any form of harassment or intimidation or interfere with any other person, including the landlord's staff, contractors and agents; or
  - (d) result in the use of the Premises for any unlawful or immoral purpose
  
3. Not to do or permit to be done anything which may cause obstruction in any of the pipes or drains of the Building
  
4. Not to keep or allow any animal bird or reptile at the Premises
  
5. Not to bring onto the Property any toaster or oven of any description including a microwave oven or other apparatus or equipment for heating cooking or treating food except for one domestic electric kettle which must pass the PAT testing requirements in Clause 3(3)(c)

**THE SECOND SCHEDULE above referred to**  
**EASEMENTS RIGHTS AND PRIVILEGES**  
**INCLUDED IN THE LEASE**

1. The right for the Leaseholder and all persons authorised by the Leaseholder (in common with all other persons entitled to the like right) at all times to use the communal bathrooms and the communal lounge/dining rooms in the Building which are together with other premises shown coloured blue on Plan 3 for all purposes incidental to the occupation and enjoyment of the Premises (but not further or otherwise) together with rights of access and egress to and from the Premises over the entrance landing lifts and other parts (if any) of the Building shown edged blue on Plan 3 and over such of the external shared access roads and footpaths as the Landlord shall from time to time specify but without interference or nuisance to any other occupier of the Building.
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site and roof thereof
3. The free and uninterrupted passage and running of water and soil gas and electricity from and to the Premises through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter during the term be in under or passing through the Building or any part thereof
4. A right in common with the Landlord and others so authorised to use such parts of the garden grounds as the Landlord may from time to time designate subject to such rules and regulations as the Landlord may prescribe for their use subject to the Landlord's entitlement at its discretion to vary, suspend or cancel some or all of the rights to use the same.

**THE THIRD SCHEDULE above referred to**  
**EXCEPTIONS AND RESERVATIONS**

There are excepted and reserved out of this demise to the Landlord and the lessees of the other premises comprised in the Building:-

- (a) Easements rights and privileges over along and through the Premises equivalent to those set forth in Paragraphs 2 and 3 of the Second Schedule
- (b) The right for the Landlord and its surveyors or agents with or without workmen and others at all reasonable time on notice (except in case of emergency) to enter the Premises for the purpose of carrying out its obligations under this Lease
- (c) The right for the Landlord with workmen and others at all reasonable times on notice (except in the case of emergency) to enter upon the Premises
  - (i) for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or
  - (ii) for the purpose of repairing maintaining renewing or rebuilding the Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Premisescausing as little disturbance as possible and making good any damage caused
- (d) The load-bearing walls of the Building the floor structure and (if the Premises are on the top floor of the Building) the roof and all other parts of the Building not demised to the leaseholders under this Lease

**THE FOURTH SCHEDULE above referred to**  
**REVIEW OF SERVICE CHARGE**

1. In this Schedule the following expressions have the following meanings:-
- 1(1) "the Review Date" shall mean 1st April 2020 and the 1<sup>st</sup> April each year
- 1(2) "CPI" shall mean the "All Items" index figure of the Consumer Prices Index published by the Office for National Statistics or any successor Ministry or Department or in the event that such ceases to be published (as to which the Landlord's decision shall be conclusive) or if the said Index or the basis on which it is calculated or published is altered to a material extent (as to which the Landlord's decision shall be conclusive) then the Landlord may give written notice to the Leaseholder of some other published index of general prices or the value of money as a substituted index and in that case the substituted index so selected shall thereupon be the CPI
- 1(4) "New Service Charge" shall mean the Initial Service Charge increased pursuant to Paragraph 2 hereof on each Review Date
- 1(5) "the Service Charge" payable from the Commencement Date until the first Review Date shall be the Initial Service Charge
- 1(6) where there are two Leaseholders then following receipt by the Landlord of not less than one month's written notice that one of the Leaseholders has died the Service Charge payable from the expiry of that notice (but not before) shall be payable as if the figure specified in the Particulars for the Initial Service Charge had been the figure specified for the Survivor's Service Charge always on the assumption that all reviews of Service Charge had taken place in accordance with the provisions of this Lease
- 2(a) On each Review Date the New Service Charge shall be calculated by increasing the Initial Service Charge payable on the Commencement Date by the percentage increase of the CPI from the CPI published for the month immediately preceding the Commencement Date to the CPI published for the month immediately prior to the relevant Review Date
- 2(b) On each Review Date the Service Charge payable hereunder shall be reviewed to an amount equal to the greater of (i) the New Service Charge as at the relevant Review Date and (ii) or the Service Charge payable on the day immediately before the relevant Review Date

- 2(c) As soon as reasonably practicable following each Review Date the Landlord shall serve written notice on the Leaseholder specifying the amount of the Service Charge then payable which shall be deemed to be agreed by the Leaseholder unless within 14 days the Leaseholder notifies the Landlord in writing that it is not agreed
- 2(d) Until the New Service Charge shall have been agreed the Leaseholder shall continue to pay rent at the rate of the current Service Charge on each day appointed by this Lease for payment until such agreement shall be reached and immediately following agreement shall immediately pay the shortfall between the current Service Charge and the New Service Charge together with interest thereon at a rate of 2 per cent above the base rate from time to time of Barclays Bank PLC and the parties agree that time shall not be of the essence for the purpose of the operation of the provisions for rent review contained in this Schedule.
- 2(e) In the event of disagreement in relation to the indexation of the Service Charge either party may refer the determination of the New Service Charge to a Surveyor with not less than 10 years' experience who shall hear representations from both parties and who shall act as an expert and whose opinion shall in the absence of manifest error be binding upon the parties the costs of such reference to an expert to be borne as the expert shall direct and in the absence of agreement as to the Surveyor to be appointed or if the expert agreed shall die or be unable or unwilling to act either party may apply to the President or other Officer of the Royal Institute of Chartered Surveyors to appoint an expert.

**THE FIFTH SCHEDULE above referred to**  
**REVIEW OF SPECIFIED RENT**

1. In this Schedule the following expressions have the following meanings:-
  - 1(1) "the Review Date" shall mean 1st April 2020 and the 1<sup>st</sup> April each year.
  - 1(2) "CPI" shall mean the "All Items" index figure of the Consumer Retail Prices Index published by the Office for National Statistics or any successor Ministry or Department or in the event that such ceases to be published (as to which the Landlord's decision shall be conclusive) or if the said Index or the basis on which it is calculated or published is altered to a material extent (as to which the Landlord's decision shall be conclusive) then the Landlord may give written notice to the Leaseholder of some other published index of general prices or the value of money as a substituted index and in that case the substituted index so selected shall thereupon be the CPI.
  - 1(3) "New Specified Rent" shall mean the Specified Rent increased pursuant to Paragraph 2 hereof on each Review Date
  - 2(a) On each Review Date the New Specified Rent shall be calculated by increasing the Specified Rent payable on the Commencement Date by the percentage increase of the CPI from the CPI published for the month immediately preceding the Commencement Date to the CPI published for the month immediately prior to the relevant Review Date.
  - 2(b) On each Review Date the Specified Rent payable hereunder shall be reviewed to an amount equal to the greater of (i) the New Specified Rent as at the relevant Review Date and (ii) or the Specified Rent payable on the day immediately before the relevant Review Date
  - 2(c) As soon as reasonably practicable following each Review Date the Landlord shall serve written notice on the Leaseholder specifying the amount of Specified Rent then payable which shall be deemed to be agreed by the Leaseholder unless the Leaseholder within 14 days notifies the Landlord in writing that it is not agreed.
  - 2(d) Until the New Specified Rent shall have been agreed the Leaseholder shall continue to pay rent at the rate of the current Specified Rent on each day appointed by this Lease for payment until such agreement shall be reached and immediately following agreement shall immediately pay the shortfall between the current Specified Rent and the New Specified Rent together

with interest thereon at a rate of 2 per cent above the base rate from time to time of Barclays Bank PLC and the parties agree that time shall not be of the essence of the purpose of the operation of the provisions for rent review contained in this Schedule.

2(e) In the event of disagreement in relation to the indexation of the Specified Rent either party may refer the determination of the New Specified Rent to a Surveyor with not less than 10 years' experience who shall hear representations from both parties and who shall act as an expert and whose opinion shall in the absence of manifest error be binding upon the parties the costs of such reference to an expert to be borne as the expert shall direct and in the absence of agreement as to the Surveyor to be appointed or if the expert agreed shall die or be unable or unwilling to act either party may apply to the President or other Office of the Royal Institute of Chartered Surveyors to appoint an expert.

**IN WITNESS** whereof the Landlord and the Leaseholder have executed this Deed the day and year first above written

**EXECUTED** as a **DEED** by )  
Hawkhurst House Limited )  
Acting by its: )  
)

Director's Signature

)  
)  
)  
)  
)

Director/Secretary's Signature

**SIGNED** as a **DEED** and **DELIVERED** )  
by the Leaseholder in the presence of:- )

Witness's Signature, Name & Address

)  
)  
)

Leaseholder's Signature