

THIRD SCHEDULE

Covenants by the Lessee with the Council

1. TO pay the yearly rents hereinbefore specified on the day and in the manner aforementioned
2. TO pay to the Council without any deduction by way of further and additional rent a proportionate part of (a) the cost of additions or alterations to the Property the Council's fixtures and fittings or to ancillary services and (b) the expenses and outgoings incurred by the Council in the repair maintenance renewal and insurance of the Property and the provision of services therein and the other heads of expenditure as the same are set out in the Fourth Schedule hereto such further and additional rent (hereinafter called "the Service Charge") being subject to the terms and provisions set out in the said Fourth Schedule
3. TO pay all existing and future rates taxes duties charges assessments impositions and outgoings whether Parliamentary local or otherwise now or hereafter imposed or charged upon the owner or occupier of the Premises or any part thereof or upon the Council or any owner or occupier in respect thereof
4. TO the satisfaction in all respects of the Officer to keep the Premises and all parts thereof and all fixtures and fittings therein and all additions thereto in a good and tenable state of repair decoration and condition throughout the continuance of the Term including the renewal and replacement of all worn or damaged parts and to maintain and uphold and whenever necessary and for whatever reason rebuild reconstruct and replace the same and to yield up the same at the determination of the Term in such good and tenable state of repair decoration and condition and in accordance with the terms of this covenant in all respects
5. BEFORE carrying out any repairs or works which the Lessee is required to carry out hereunder and for which the Lessee requires access to any other part of the Property to give at least forty-eight hours' notice in writing (except in the case of an emergency) to the Council and the occupier of that part of the Property and in carrying out such repairs to act carefully and reasonably doing as little damage as possible to any part of the Property and forthwith make good all damage occasioned thereby
6. TO paint with two coats of paint of a suitable quality in a workmanlike manner all the wood iron and other internal parts of the Premises heretofore or usually painted within twelve months of the date hereof and thereafter in every seventh year the time in each case being computed from the date hereof and in each case the painting to be done in the last year of the Term as well and on the occasion of every internal painting to grain varnish french polish

distemper wash stop whiten and colour all such parts as are intended to be so dealt with and to paper or repaper the parts intended to be so papered with suitable good quality paper

7. TO permit the Council at reasonable times to enter upon and examine the condition of the Premises and upon the Lessee being served notice in writing by the Council specifying any repairs or works necessary to be done for which the Lessee is liable hereunder forthwith to execute the same to the intent that if the Lessee has not within ten days after service of such notice commenced or at any time thereafter is not diligently proceeding with the execution of such repairs or works then to permit the Council to enter upon the Premises and execute the same and the costs thereof shall be a debt due from the Lessee to the Council and shall be recoverable forthwith as rent in arrear and in the event of the Lessee not making payment in respect thereof within seven days of demand the Council shall be entitled to charge compound interest in respect of any outstanding monies at the rate of two per cent per annum above minimum lending rate for the time being of HSBC Bank Plc

8. TO permit the Council upon giving seven days' previous notice in writing at any time or times during the last seven years of the Term to enter during the daytime on the Premises and make an inventory of all fixtures therein

9. TO make good all damage done to the Property and the contents thereof by reason of the overflowing of water or the bursting of water pipes in the Premises

10. ON receipt of any notice order direction or other thing from a competent authority affecting or likely to affect the Premises whether the same shall be served directly on the Lessee or the original or a copy thereof be received from any person whatsoever the Lessee will so far as such notice order direction or other thing or the Act Regulations or other Instrument under and by virtue of which it is issued or the provisions hereof require him to do so comply therewith at his own expense and will forthwith deliver to the Council a copy of such notice order direction or other thing and to keep the Council fully and effectually indemnified against all costs expenses demands claims and liability arising out of or incidental to any contravention of or non-compliance with any such requirement direction order or otherwise

11. TO permit the Council and the Owners to have access to and to enter upon the Premises as often as may be reasonably necessary for them so to do in the fulfilment of their obligations contained or referred to herein

12. (i) Not to assign part only of the Premises or (subject to the provisions of sub-paragraph (ii) of this paragraph) mortgage charge or underlet or (subject to the provisions of sub-paragraph (iii) of this paragraph) part with possession of the whole or any part of the Premises

(ii) Not to mortgage or charge the Premises without the previous consent in writing of the Council such consent not to be required in the case of a mortgage or charge in favour of a Building Society PROVIDED ALWAYS that

(a) the Lessee shall not mortgage or charge the Premises without mortgaging or charging (or assigning by way of mortgage or charge) the rights to purchase conferred by Clause 5 hereof at the same time and in favour of the same person and

(b) the Lessee shall notify the Council in writing of any mortgage or charge as hereinbefore authorised within fourteen days of effecting the same

(iii) Not to assign the whole of the Premises without first by irrevocable notice in writing to the Council offering to surrender this Lease by deed absolutely for the consideration hereinafter mentioned and subject to and in accordance with the following provisions that is to say:-

(a) The Council may within twenty-eight days of the service of such notice upon it accept such offer (such acceptance to be in writing) and without prejudice to all rights and remedies of the Council in respect of rent or any breach of covenant on the part of the Lessee

(b) Such surrender shall be effected not later than six weeks after the date of the said notice (such surrender to be prepared by the Council but the Lessee shall bear all the reasonable costs of and incidental to such preparation) provided that where the Lessee requires the Market Value of the Premises to be determined by the District Valuer in accordance with sub-paragraph (iii)(c) of this paragraph such surrender shall be effected not later than twenty-eight days after completion of such determination

(c) The said consideration shall be a sum equal to the aggregate of the Initial Percentage and any purchased Portioned Percentage or Percentages of Market Value of the Premises calculated in accordance with Recital (1)(d) hereof together with the full value of any improvements made by the Lessee at his own expense but less the full value of any deterioration resulting from the Lessee's failure to comply with the Covenants contained in the Third Schedule hereto the amount whereof shall be determined by the Council and notified to the Lessee on acceptance of such offer but if the Lessee shall so require by notice in writing within fourteen days of receiving such acceptance the Market Value of the Premises shall be determined by the District

Valuer acting as an expert and not as an arbitrator and his decision shall be final and binding on the Lessee and the Council

- (d) If the said offer is not accepted by the Council in writing within the said twenty-eight days it shall be deemed to have been rejected
 - (e) The Lessee shall not assign the whole of the Premises without assigning at the same time and in favour of the same person the right to purchase conferred by Clause 5 hereof
13. TO permit the Council during the six months immediately preceding the determination of the Term howsoever determined to affix and retain without interference upon any part of the Premises but so as not to obstruct the access of light and air thereto a notice for the disposal of the same and to permit persons with written authority from the Council at reasonable times in the day to view the Premises
 14. TO give immediate notice to the Council of any notice or claim affecting the Premises or any part thereof and/or of any material damage thereto
 15. FORTHWITH to notify to the Council of the happening of any event which would give rise to a claim under the Zurich Insurance Company Building Guarantee or similar or substituted scheme (if any) relating to the Premises and to take such action in connection therewith as the Council may require
 16. TO pay all expenses including solicitors' costs and surveyors' fees incurred by the Council of and incidental to or in contemplation of the preparation and service of a notice under Section 146 of the Law of Property Act 1925 (or any other notice hereunder) or any statutory or other modification or re-enactment thereof notwithstanding that forfeiture shall be avoided otherwise than by relief granted by the Court
 17. TO keep the Council fully and effectually indemnified from and against all expenses costs claims damages demands and any other liability whatsoever in respect of the injury or death of any person or persons or damage to any property howsoever arising directly or indirectly out of the state of repair or condition of or existence of any alteration to the interior of the Premises or the user thereof
 18. WITH the object and intent of affording the Council a full and effectual indemnity to observe and perform in all respects all the covenants conditions stipulations or obligations contained mentioned or referred to in the Fifth Schedule hereto and fully and effectually to indemnify the Council against any proceedings costs expenses damages or other liability arising out of any breach non-observance or non-performance thereof
 19. TO clean the internal surface of the windows of the Premises as often as may be necessary and to keep the appearance of the said windows tidy and the windows

20. TO comply with and observe any regulations which the Council may (consistent with the provisions of this Lease) make to govern the use of the Property
21. TO dispose of refuse in the containers provided for that purpose in the allocated part of the Amenity Area and nowhere else (save in the kitchen of the Premises)
22. NOT to make any alterations to the internal layout of the Premises without the approval in writing of the Council to the plans and specifications thereof and to make such alterations only in accordance with such plans and specifications when approved and at the Lessee's own expense to obtain all licences planning permissions and other things necessary for the lawful carrying out of such alterations and to comply with all byelaws regulations and conditions applicable generally or to the specific works undertaken
23. NOT to do or permit or suffer to be done in or upon the Property or any part thereof anything which may be or become a nuisance annoyance obstruction inconvenience danger or disturbance to the Council (whose opinion in this matter shall be conclusive) or the Owner or occupier of any other Flat or whereby any insurance for the time being effected on the Property or any part thereof may be rendered void or voidable or whereby the rate of premium may be increased and to pay all costs charges and expenses incurred by the Council in abating a nuisance in obedience to a Notice served by the Council or by another competent authority
24. NOT to do or omit or suffer to be done or omitted any act matter thing or things on or in respect of the Premises or any part thereof which contravenes the provisions of the Town and Country Planning Act 1990 or any enactment amending or replacing the same and to keep the Council fully and effectually indemnified against all claims demands and liabilities in respect thereof
25. NOT to permit or suffer any encroachment upon the Premises or the acquisition of any right of light or new easement whatsoever on over or under the Premises and if any such encroachment or easement shall be made or acquired or threatened to be made or acquired the Lessee shall forthwith give notice to the Council and at the cost of the Lessee to do all things as may be proper for the purpose of preventing the making of such encroachment or the acquisition of such easement or right PROVIDED ALWAYS that if the Lessee shall omit or neglect forthwith to do all such things as aforesaid it shall be lawful for the Council to enter the Premises and remedy the same and any expenses so incurred by the Council shall be repaid to the Council by the Lessee within seven days of a written demand in that behalf and such expenses shall be recoverable as rent in arrear and unpaid together with (in the event of late payment) interest thereon at the rate of two per cent per annum above the minimum lending rate for the time being in force of HSBC Bank Plc

26. NOT to use or permit to be used either the Property or any part thereof for any illegal or immoral purpose nor to carry on any trade or business nor hold nor permit any auction or sale to be held on the Property nor to store any trade or business materials or produce in or on the Property or any part thereof but to use the Premises for the purpose of a private residence only
27. NOT to sell or suffer to be sold any wines spirits or intoxicating liquors of any kind on the Property or any part thereof
28. NOT to affix or exhibit or permit to be affixed or exhibited to or upon any part of the Premises any placard poster signboard or other advertisement (save that such restriction shall not relate to any single notice of reasonable size and displayed within a window of the Premises so as to be visible externally therefrom to the effect that the Premises are being offered for sale by the Lessee)
29. NOT to install or suffer to be installed any machinery on the Premises which shall be noisy or cause dangerous vibrations or be a nuisance to the Council or the owners or occupiers of other parts of the Property nor to use or permit to be used any part of the Premises in such a manner as might subject it to any strain beyond that which it is designed to bear nor to overload any floor area thereof
30. NOT to erect any wireless or television aerial or satellite dish on any part of the Block
31. NOT to stop up or obstruct or permit to be stopped up or obstructed the drains sewers gutters pipes channels and watercourses of the Property or any part thereof
32. NOT to keep on any part of the Property any caravan boat trailer motor vehicle or similar vehicle PROVIDED ALWAYS that this covenant shall not prevent the Lessee from keeping a private motor car or light van upon a parking place provided for that purpose
33. NOT to hang out or display washing upon any part of the Property other than in a drying area provided for that purpose (if any)
34. NOT to do or permit or suffer to be done anything whereby there might reasonably be expected to occur or arise any damage to or diminution in the value of the Premises
35. NOT to keep in or about the Property or any part thereof any pets or animals of any description or kind whatsoever
36. NOT to alter the Premises externally or cut maim or injure any structural part thereof or make or suffer to be made any external projection from the Premises

FOURTH SCHEDULE

Matters relating to the Service Charge