

DATED 5th December 1996

JOHN O'FLYNN (SWINDON) LIMITED

and

ALLISON COURT (SWINDON) MANAGEMENT LIMITED

and

[REDACTED]

LEASE

of

Number 4
Allison Court
Cheney Manor Road
Swindon
Wiltshire

Messrs Quiney Jaggar
Solicitors
Hilliers Chambers
21/22 High Street
Marlborough
Wiltshire
SN8 1LW

INSTRUMENT
16 JAN
FINAN
B
F

Dr. [unclear]

H M LAND REGISTRY

Land Registration Acts 1925 to 1988



County & District : Wiltshire - Thamesdown
Title Number : WT151848
Property : Number 4, Allison Court, Cheney Manor Road, Swindon, Wilts.

THIS LEASE is made the 16th day of December One Thousand Nine Hundred and Ninety Six **BETWEEN** JOHN O'FLYNN (SWINDON) LIMITED whose registered office is situate at Contract House Bramble Road Swindon Wiltshire (hereinafter called "the Lessor") of the first part ALLISON COURT (SWINDON) MANAGEMENT LIMITED whose registered office is situate at Hilliers Chambers 21/22 High Street Marlborough Wiltshire (hereinafter called "the Management Company") of the second part and [redacted] (hereinafter called "the Lessee") of the third part

WHEREAS

- (1) The Lessor is registered or is entitled to be registered with absolute freehold title of the land comprised in the Title above mentioned in part comprising the block of 8 Flats (hereinafter called "the Building") erected or in course of erection thereon and for the purpose of identification shown edged green on the plan annexed hereto (hereinafter called "the said Plan" and the gardens forecourts accessways and car parking spaces both of which are together known as Allison Court Cheney Manor Road Swindon and are shown edged yellow on the said Plan (hereinafter called "the Development")
- (2) The Lessor has previously granted or intends hereafter to grant Leases of the Flats comprised in the Development other than the property comprised herein and the Lessor has in every such Lease imposed and intends in every future Lease to impose the restrictions set forth in the First Schedule hereto to the intent that any Lessee for the time being of any Flat comprised in the Development may be able to enforce the observance of the said restrictions by the Lessees or occupiers for the time being of the other Flats
- (3) The Lessor has agreed with the Lessee for the grant to the Lessee of a Lease of the

We certify this to be a true copy of the original.
N. [unclear] & [unclear]

property hereinafter described in consideration of the premium and of the rents and on the terms and conditions hereinafter appearing

(4) It is the intention of the Lessor that the Lessee takes this Lease upon the condition that the costs of and incidental to the upkeep and maintenance of the building and all outgoings related thereto and the costs of and incidental to the upkeep and maintenance of the remainder of the Development and all outgoings related thereto other than the parts comprised or to be comprised in the individual Leases shall be shared between all the Lessees of the Flats comprised in the Development and to give effect to that intention the Lessor has procured the incorporation of the Management Company the shares in which are ultimately to be held by all the Lessees of the Flats comprised in the Development

(5) This Lease is granted by the Lessor and accepted by the Lessee upon the express condition that the Lessee will subscribe for and take a share in the Management Company (or in the case of an Assignee of the original Lessee will take a transfer of such share) and will on any Assignment of or devolution of the title to the Lease ensure that the said share is transferred to the Assignee or Transferee

NOW THIS DEED WITNESSETH as follows :-

1. IN CONSIDERATION of the sum of FORTY FIVE THOUSAND POUNDS (£45,000) now paid by the Lessee to the Lessor (the receipt whereof is hereby acknowledged) and of the rents and covenants hereinafter reserved and contained on the part of the Lessee to be paid observed and performed the Lessor with full title guarantee **HEREBY DEMISES** unto the Lessee **FIRSTLY ALL THAT** Flat situate on the First floor of and forming part of the Building including the entrance hall and stairway leading to the First floor and numbered 4 on and shown edged red on the said Plan **WHICH SAID** property is known as Number 4 Allison Court Cheney Manor Road Swindon aforesaid (hereinafter called "the Flat") and which shall include the plaster or plaster boards on the walls and ceilings the tiling or surfacing of the floor the internal partition walls the doors window frames windows water tanks and all pipes wires cables and conduits solely serving the Flat but does not include the concrete construction upon which the surfacing of the floor is laid and to which the surfacing of the ceiling is attached or the walls dividing the Flat from another flat in the building or from any communal part of the building which shall be deemed to be party structures pursuant to Clause 8.3. hereof **AND SECONDLY ALL THAT**

parking space (hereinafter called "the Parking Space") numbered 4 and edged red on the said Plan **TOGETHER ALSO** with the easements rights and privileges mentioned in the Second Schedule hereto **EXCEPT AND RESERVING** as mentioned in the Third Schedule hereto **TO HOLD** the same unto the Lessee from the Twenty-Fourth day of June One Thousand Nine Hundred and Ninety Six for the term of One Hundred and Twenty Five years **YIELDING AND PAYING THEREFOR** in respect of the said term the yearly rent of Fifty Pounds (£50.00) by equal yearly payments in advance on the 24th June in every year free of all deductions whatsoever (the first payment being made on the date hereof and being a proportionate sum) and also paying by way of further or additional rent from time to time a sum or sums of money equal to such proportionate part as the Lessor shall in its absolute discretion apportion as being attributable to the Flat and the Parking Space or in default of such apportionment one eighth part share of the amount which the Lessor may from time to time expend in effecting or maintaining the insurance of the building and other parts of the Development against loss or damage by fire and such other comprehensive risks and perils as the Lessor or the Management Company may from time to time think fit in accordance with the provisions of Clause 6.4. hereof such last mentioned rent to be paid without any deductions on delivery of a copy of the relevant invoice demand or receipt issued to the Lessor in respect of payment thereof

2. **THE** Lessee **HEREBY COVENANTS** with the Lessor and as separate covenants with the Management Company and (so far as appropriate and other than as to payment of rents) with the Lessees of the other Flats comprised in the Development as follows:-
- 2.1. To pay to the Lessor the said rents during the said term at the times and in the manner aforesaid without any deduction
 - 2.2. To pay all rates taxes assessments charges impositions and outgoings which may at any time during the said term be assessed charged or imposed upon the Flat and the Parking Space or the owner or occupier in respect thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of the Development or the Building to pay the proportion of such outgoings attributable to the Flat and the Parking Space such proportion to be determined if not agreed by the Lessor's Surveyor
 - 2.3. Not to make any structural alterations to the Flat or remove any of the fixtures and

- fittings without the previous consent in writing of the Lessor
- 2.4. To pay all costs and expenses (including Solicitor's costs and Surveyor's fees) incurred by the Lessor for the purpose of or incidental to or in contemplation of the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than be relief granted by the Court
 - 2.5. To deliver to the Lessor forthwith a copy of every notice proposal order requirement or direction or other document of whatever description affecting or likely to affect the Flat or any part thereof received by the Lessee from any authority or person whatsoever and at the request of the Lessor to make or join with the Lessor in making such objections or representations against or in respect of any notice or other document as aforesaid as the Lessor shall deem expedient
 - 2.6.1 To repair and keep the Flat and every part thereof and all Lessor's fixtures and fittings therein and all additions thereto in good and substantial repair order and condition at all times during the said term including the renewal and replacement of all worn or damaged parts but so that the Lessee shall not be liable for
 - 2.6.1.1. any damage that may be caused by any of the risks covered by the insurance referred to in Clause 6.4. hereof unless such insurance shall be wholly or partly vitiated by any act or default of the Lessee or other occupiers of the Flat or of any member of the family employee or invitee of the Lessee or such occupiers or
 - 2.6.1.2. for any work that the Management Company may be expressly liable for under the covenants on the part of the Management Company hereinafter contained
 - 2.6.2 Without prejudice to the generality of the foregoing to paint and decorate in a proper and workmanlike manner as frequently as shall be necessary the parts of the Flat heretofore or usually painted or decorated with paint or other materials of good and sufficient quality
 - 2.6.3. At the expiration or sooner determination of the said term quietly to yield up to the Lessor the Flat and all Lessor's fixtures and fittings therein and the Parking Space in such state of repair and condition as shall in all respects be consistent with the full and due performance by the Lessee of the covenants on the part of the Lessee contained

in this Lease

- 2.7. To permit the Lessor and the Management Company and their workmen and others authorised by them at all reasonable times during the said term to enter upon the Flat and the Parking Space for the purposes of examining the state and condition thereof and of ascertaining whether the covenants on the part of the Lessee herein contained are being duly observed and performed and the Lessee will repair and make good all defects of which notice in writing shall be given by the Lessor or the Management Company to the Lessee and for which the Lessee may be liable hereunder and if the Lessee shall not within three calendar months after such notice proceed diligently with the execution of such repairs then it shall be lawful for the Lessor or the Management Company (but without prejudice to the right of re-entry hereinafter contained or to any other right or remedy of the Lessor or the Management Company) to enter upon the Flat with all necessary workmen and execute such repairs at the expense of the Lessee in accordance with the covenants herein contained and the costs and expenses thereof shall be a debt due from the Lessee to the Lessor or the Management Company (as the case may be) and be forthwith recoverable by action as though it were rent in arrears
- 2.8. To permit the Lessor and the Management Company and their agents and other persons authorised by them with all necessary workmen and appliances at all reasonable times to enter into or upon the Flat to execute repairs and alterations to any adjoining parts of the Building now or at any time hereafter belonging to the Lessor all damage occasioned to the Flat thereby being made good by the Lessor or the Management Company (as the case may be) without unreasonable delay
- 2.9. Not to do or omit or suffer to be done or omitted any act matter or thing in contravention of the statutes statutory instruments rules orders and regulations for the time being in force relating to planning control and development or any orders directions or notices made or given thereunder and in particular to comply with all conditions attached to any permission for development given or to be given in relation to the Flat and the Parking Space and at all times (without prejudice to the statutory indemnity in that behalf) to indemnify and keep indemnified the Lessor against all actions proceedings costs expenses claims and demands in respect thereof
- 2.10.1 Not to assign transfer sub-let under-let part with or share the possession of a part only of the Flat as distinct from the entirety thereof

- 2.10.2 Not at any time to assign or transfer the whole of the Flat unless prior to or contemporaneously with the Assignment or Transfer the Assignee shall execute a Deed in the form set out in the Fifth Schedule hereto and forthwith after the assignment or transfer deliver the same duly stamped to the Management Company together with the Lessee's membership certificate in the Management Company and an application by the Assignee to become a member of the Management Company
- 2.10.3 Not during the last seven years of the said term to assign or transfer the Flat without the previous consent in writing of the Lessor and the Management Company
- 2.10.4 Not to assign transfer sublet underlet part with or share possession of the Parking Space EXCEPT to the transferee underlessee or assignee of the Flat who shall have complied with the provisions of this Clause 2.10
- 2.11.1 On the occasion of the Assignment or other disposition of the Flat to which the Lessee is a party or over which the Lessee has control to ensure that the Assignee or person acquiring the Flat as a result of such assignment or disposition becomes also a member of the Management Company prior to such assignment or disposition
- 2.11.2 On the occasion of any devolution of the Lessee's title to this Lease by operation of law or any assignment or other disposition of the Flat to which the Lessee is not a party and over which he has no control to use his best endeavours to ensure that the Assignee or person acquiring title to this Lease as the result of such devolution assignment or other disposition becomes a member of the Management Company prior to such assignment or disposition
- 2.12. Within one calendar month after the same shall be executed to produce without request to the Lessor a true copy of every Transfer of this Lease or Mortgage or Legal Charge and also every Probate Letters of Administration Order of Court or other instrument effecting or evidencing a devolution of Title as regards the said term for the purpose of registration and for such registration to pay to the Lessor a fee in respect of each such document of Twenty Pounds (£20.00) plus Value Added Tax
- 2.13. Not so long as the Lessee retains any estate or interest in the Flat to transfer his share in the Management Company except to any mortgagee and on any charge or mortgage hereof there shall be deemed to be a mortgage or charge of such share in the Management Company and for all purposes an appointment of the Mortgagee or its duly nominated representative as attorney for the Lessee to transfer such share on any

transfer or assignment hereof

2.14. To observe the restrictions and regulations set forth in the First Schedule hereto

3.1 The Lessee HEREBY FURTHER COVENANTS with the Lessor and as a separate covenant with the Management Company that the Lessee will pay to the Lessor or as it may direct on the twenty fourth day of June in each year (or in the case of the first payment after the date hereof within fourteen days of demand being made) one eighth part or share of the costs and expenses notified to the Lessee as being the amount expected to be incurred by the Lessor or the Management Company of and incidental to the costs expenses outgoings and matters mentioned in the Fourth Schedule hereto such contribution for each year being estimated by the Lessor or Management Company or their Managing Agents (whose decision shall be final) and shall include a one eighth part or share of the costs of the creation and maintenance of such reserves or sinking funds in connection therewith as the Lessor and the Management Company shall consider necessary prudent and desirable

3.1. The estimated contribution for the year ending on 23 June 1997 shall be THREE HUNDRED AND FIFTY POUNDS (£350.00) and the Lessee shall pay an appropriate proportion thereof on a day to day basis for the period from the date hereof to 23 June 1997 on the execution hereof

3.2. As soon as reasonably may be after the end of the year ending on the twenty third day of June one thousand one hundred and ninety seven and each succeeding year ending on the twenty third day of June the actual amount of the said costs expenses outgoings and matters for the period ending on 23 June 1997 and any succeeding year shall be ascertained and if it shall appear that the aggregate of the monies paid by the Lessees for the costs expenses outgoings and matters referred to in this clause and in the Fourth Schedule hereto is in excess of the sums actually expended such excess shall be carried forward as a credit against the estimated expenditure for the ensuing year

3.3. If at the expiration of any such year it shall appear that there is a deficiency between the aggregate of the monies so paid by all the Lessees as aforesaid and the sums actually expended and reserved the estimated expenditure for the ensuing year including provision for a reserve or sinking fund shall be increased accordingly

3.4. The Certificate of the Management Company or its Auditor for the time being as to the amount due under paragraph 3 of this Clause shall be final and binding on the

- parties
- 3.5. Subject to paragraph 5 of this Clause in the event of any dispute between the parties arising out of this Clause or the Fourth Schedule hereto or Section 90(1)(a) of the Housing Finance Act 1972 (or any enactment modifying or replacing the same) the same shall be referred to an arbitrator being a Chartered Surveyor appointed by the Lessor
- 3.6. Unless the Lessor otherwise direct the Lessee in writing the contribution and any other sum payable under this Clause shall be paid to the Management Company or as it shall direct and any such direction shall remain in force until a contrary direction is given by the Lessor and while any such direction remains in force any contribution whether in respect of the period preceding the date of the direction or not shall be paid in accordance with such direction and the foregoing paragraphs shall so far as appropriate be construed as though the references therein to the Management Company were to the Lessor **PROVIDED ALWAYS** that the Lessor shall not be entitled to give such direction unless and until a notice has been served by the Lessor pursuant to the provisions of Clause 7 of this Lease and that any such direction shall only remain in force so long as such notice under the said Clause 7 shall remain in force
- 3.7. Interest may be charged on any monies whatsoever due hereunder which are not paid within a period of fourteen days after the due date for payment at a rate of five percent above the Base Lending Rate of the Bankers for the Management Company or the Lessor as the case may be
4. THE parties hereto apply to the Registrar to enter a restriction on the Register of the Title to this Lease in the following terms such restriction to remain on the Register during the subsistence of this Lease:-
"Except under an Order of the Registrar no transfer is to be registered without the Consent of Allison Court (Swindon) Management Limited of Hilliers Chambers 21/22 High Street Marlborough Wiltshire"
5. THE Management Company **HEREBY COVENANTS** with the Lessee and the Lessor severally that in consideration of the Lessor directing the Lessee to pay to the Management Company all payments due from the Lessee under Clause 3 hereof
- 5.1. That (subject to the payment of the contributions and payments by the Lessee as hereinbefore provided) the Management Company will maintain repair decorate and

renew

- 5.1.1. The main structure and exterior elevations and in particular the foundations main bearing walls roof gutters and rainwater pipes of the Building
- 5.1.2. The water pipes and drains and the electric and telephone cables and wires in under and upon the Development and enjoyed or used by the Lessee in common with the owners and occupiers of the other Flats
- 5.1.3. Any communal television aerial and all cables and wires used in connection therewith
- 5.1.4. Any common parts within the building enjoyed or used by the Lessee in common as aforesaid
- 5.1.5. The boundary structures of the Development (unless these shall be the responsibility of any other person or body) and all other common exterior parts thereof including (if any) the communal refuse areas and all parts of the Development so far as necessary for the amenity of individual Lessees
- 5.1.6. Repairing maintaining inspecting and as and when necessary reinstating renewing or replacing the surface of the parking spaces (including the Parking Space) and Footpaths Common Car Parking and Access Areas and private roads forming part of the Development and the Access Road serving the Development
- 5.2. That (subject as aforesaid) the Management Company will so far as is practicable keep the forecourt garden areas access areas and other parts of the Development in good condition
- 5.3. That (subject as aforesaid) the Management Company will so often as reasonably required decorate the exterior of the Building in such manner as shall be agreed by the majority of the owners of the Flats comprised in the Building or failing agreement in the manner in which the same was previously decorated and in particular will paint the exterior parts of the Building usually painted with two coats at least of best quality paint at least once every five years
- 5.4. To take all reasonable steps to enforce the observance and performance by the Lessees of other Flats in the Building of the covenants and conditions in the Leases of the other Flats which fall to be observed and performed by the Lessees
- 5.5. To indemnify and keep indemnified the Lessor from and against all actions claims demands costs and liabilities in respect of the foregoing
6. The Lessor **HEREBY COVENANTS** with the Lessee and as to paragraph 6.2. also

with the Management Company as follows:-

- 6.1. That the Lessee paying the rents hereby reserved and performing and observing the several Covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Flat during the said term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for it
- 6.2. That the Lessor will require every person to whom it shall hereafter grant a Lease of any Flat comprised in the Development to covenant to observe the restrictions and stipulations set forth in the First Schedule and that while any of the Flats comprised in the Development shall not for the time being be let under the Lease in the same terms as this Lease (Mutatis Mutandis) the Lessor shall be liable to make such payments and observe and perform such obligations as the Lessee would be liable to make and perform if such Flat were so let except insofar as shall apply to the payment of any monies in respect of maintenance where such Flat or Flats are unoccupied and shall not be the subject of any Lease
- 6.3. That (if so required in writing by the Lessee or any mortgagee of the Lessee) it will enforce the covenants on the part of the Lessee or Lessees of any other Flat or Flats comprised in the Development subject to the Lessee indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such down payment or security in respect of costs and expenses as the Lessor may in its absolute discretion require
- 6.4. That the Lessor will at all times during the said term (unless such insurance shall be vitiated by any act or default of the Lessee) insure and keep insured the Building (including the Flat) and if appropriate the boundary structures of the Development against loss or damage by fire comprehensive risks and such other risks and special perils (if any) as the Lessor shall from time to time think fit in some insurance office of repute in such sum or sums as the Lessor in its discretion shall think fit as representing the full re-building and reinstatement value thereof and whenever required (but not more frequently than once every twelve months) produce to the Lessee a copy of the Policy or Policies of such insurance and the demand or 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 insured risk as soon as reasonably practicable lay out the

insurance monies received in the repair re-building or reinstatement of the Building subject to any direction of the local planning or other relevant authority

6.5. If the Management Company shall fail to perform any of its obligations in this Lease the Lessor on the request in writing of a majority of the Lessees of the Flats contained in the Development shall perform such obligation or obligations pursuant to its rights under Clause 7 hereof

7. **PROVIDED ALWAYS** and **IT IS HEREBY AGREED** that if at any time and from time to time during the term hereby granted the Management Company shall fail to perform and observe its obligations herein contained the Lessor may at its discretion and must under Clause 6.5 hereof by notice in writing to the Management Company and the Lessee and the Lessees of the other Flats comprised in the Development revoke the direction to pay contributions to the Management Company and elect to undertake all or some of the obligations of the Management Company under Clause 5 of this Lease and such notice shall specify the period during which it is to remain in force which period may be of fixed duration or may continue until terminated by further notice in writing and shall further specify by reference to Clause 5 of this Lease and the sub-clauses thereof the obligations to which it relate

DURING such period as such notice shall remain in force the reference in Clause 5 of this Lease to the Management Company shall be construed as though they were references to the Lessor so far as the obligations specified in the said notice are concerned

8. **PROVIDED ALWAYS** and **IT IS HEREBY AGREED AND DECLARED** as follows :-

8.1. If and whenever during the said term the said rents hereby reserved or made payable or any part thereof shall be in arrears and unpaid for twenty one days next after becoming payable (whether formally demanded or not) or if any of the contributions provided for in Clause 3 hereof shall be in arrears for more than twenty one days after being demanded or if and whenever there shall be any breach or non-observance or non-performance of any of the covenants stipulations or agreements on the part of the Lessee herein contained then and in any of the said cases it shall be lawful for the Lessor at any time thereafter and notwithstanding the waiver of any previous rights of re-entry into and upon the Flat or any part thereof in the name of the whole to re-enter

- and thereupon the said term shall absolutely cease and determine but without prejudice to the rights or remedies which may have then accrued to either party against the other in respect of any antecedent breach of any of the covenants herein contained
- 8.2. The Lessor shall not be responsible to the Lessee or the Lessee's Licensees invitees or other persons in or on the Flat for any accident happening or injury suffered or damage to or loss of any chattel or property sustained in the Flat or on the Parking Space or in the Building or in or upon any part of the Development
- 8.3. Such of the division walls ceilings floors or fences as divide the Flat from other Flats in the Building shall be deemed to be party walls and to belong in equal moieties to the Flats on either side thereof
- 8.4. This demise shall not confer upon or be deemed to include (by implication or otherwise) in favour of the Lessee any right of light or air liberties privileges easements or advantages (except such as may be specifically granted in this Lease) in through over or upon any land or premises adjoining or near to the Flat or the Parking Space
9. IN this Lease the expressions shall unless the context otherwise requires have the following meanings respectively :-
- 9.1. "the Lessor" shall include the person or persons for the time being entitled to the reversion immediately expectant upon the determination of the term hereby granted
- 9.2. "the Lessee" shall (but without prejudice to the application and operation of Section 79 of the Law of Property Act 1925) include the person or persons in whom the term hereby granted is from time to time vested whether by assignment devolution of law or otherwise and whenever the expression "the Lessee" shall include more than one person then the covenants on the part of the Lessee herein contained shall be deemed to be joint and several
10. WHERE the Lessee (here meaning only the persons named as such in this Lease) are more than one person it is declared that they are in equity Joint Tenants and the survivor of them can give a valid receipt for capital money arising on a disposition of this Lease.
11. ANY notice to be served hereunder shall be sufficiently served on the Lessee by being left addressed to the Lessee at the Flat or forwarded to him by post or left at his last known place of abode in the United Kingdom

12. THE parties confirm that this Lease has been granted pursuant to the provisions of an agreement for Lease dated 8th November 1996

IN WITNESS whereof this document has been executed as a Deed the date and year first before written

THE FIRST SCHEDULE
RESTRICTIONS AND REGULATIONS

1. Not to throw any dirt rubbish or other refuse or permit the same to be thrown out of the windows of the Flat or into the sinks baths lavatories cisterns or waste or soil pipes in or serving the Flat or do anything which might cause any obstruction thereto
2. Not to play any musical instrument television sound equipment or similar apparatus in such a manner which may be a nuisance inconvenience or annoyance to the owners and occupiers of the other Flats comprised in the Building or so as to be audible outside the Flat
3. No sign plate or placard of any kind shall be put on or in any window on the exterior of the Flat so as to be visible from outside the Flat other than a temporary sign for the purpose of sale
4. No clothes washing or other articles shall be hung or exposed outside the Flat save in the drying area shown edged and hatched yellow on the said Plan
5. No mat carpet hearth rug or similar article shall be shaken out of the windows of the Flat at any time
6. No pet or any other animal which might cause annoyance to any owner or occupier of the other Flats comprised in the Development shall be kept in the Flat and no animal whatsoever shall be allowed to roam unattended on any common parts of the Building or the Development
7. No external painting or decorating of any kind whatsoever shall be allowed
- 8.1 No external wireless or television aerial or satellite dish shall be erected other than those erected by or at the direction of the Management Company or its Agent
- 8.2 Not to remove or interfere with the workings of the communal television aerial installed in the Flat

9. Not to place or permit to suffer to be placed any refuse sacks or bins other than in the areas designated for such purpose by the Management Company
10. No vehicle shall at any time be parked by the Lessee or the Lessee's invitees so as to obstruct any land belonging to the Lessor or the Lessee of any other Flat or so as to obstruct or interfere with access to the Development
11. Not to abandon any vehicle on the Parking Space or any other part of the Development and in the event of any breach of this covenant it shall be lawful for the Management Company to arrange for the removal of such abandoned vehicle (including the right to enter the Parking Space if necessary) and to recover from the Lessee any costs incurred in this respect
12. Not to store or bring to the Flat any articles of a special combustible inflammable or dangerous nature and not to do or permit or suffer anything by reason whereof any insurance effected on the Flat or the Building or the Development may be rendered void or voidable or where the rate of premium thereon may be increased and to comply with all requirements and recommendations (if any) of the Insurers as to fire precautions
13. Not to do or permit or suffer to be done on the Flat or any part thereof any act or thing whatsoever which may be or tend to be a nuisance annoyance damage or disturbance to the Lessor or the owners tenants lessees or occupiers of any adjoining or neighbouring Flat or which may result in any diminution of the value of the other Flats in the Development
14. Not (without the Lessor's previous written consent) to use and occupy the Flat other than as and for a private residential Flat in the occupation of one family only and not to carry on or permit or suffer to be carried on therein any trade or business whatsoever and not to keep a caravan or a trade or commercial vehicle on the Parking Space or on any other part of the Development
15. To be responsible for and indemnify the Lessor and the Management Company against all damage occasioned to the Flat or the Parking Space or any part of the Development or to any adjoining or neighbouring premises of the Lessor or to any person caused by any act of default or negligence of the Lessee or the servants agents licensees or invitees of the Lessee
16. The Lessor and/or the Management Company may at any time prescribe further

restrictions for the regulation of the Flat and the Parking Space with the consent of the majority of the Lessees of the Flats comprised in the Development for the time being and the Lessee shall comply therewith

THE SECOND SCHEDULE

EASEMENTS RIGHTS AND PRIVILEGES INCLUDED IN THE LEASE

1. Full right and liberty for the Lessee and all persons authorised by him (together with all other persons entitled to the like right) at all times by day or by night and for all purposes in connection with the use and enjoyment of the Flat as a private residence to go pass and re-pass over and along the paths forecourts and walkways comprised in the Development including the drying area shown edged and hatched yellow on the said Plan
2. (So far as the Lessor is entitled to grant the same) a right in all respects similar to that contained in Paragraph 1 of this Schedule (but with or without vehicles) to go pass and re-pass along the accessway leading to the Development such accessway being shown coloured blue on the Plan
3. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and the roof thereof
4. The free and uninterrupted passage and running of water and soil electricity telephone television transmissions from and to the Flat through the sewers drains watercourses cables pipes conduits and wires which now are or may at any time during the said term be in under or passing through the Development or any part thereof
5. The right to use on a "first come first served" basis in common with all others entitled to use the same the Visitors Parking Spaces shown marked "VP" on the said Plan for the parking of a private motor vehicle

THE THIRD SCHEDULE

EXCEPTIONS AND RESERVATIONS

1. The free and uninterrupted running and passage of water and soil gas and electricity and telephone supply and television and other media supply through the sewers drains

watercourses cables pipes and wires and aerals which now are or may at any time during the said term be in under or passing through the Flat and the Parking Space or any part or parts thereof or any conduits upon or through or under the same together further with the right to make any further connections to any of the same or renew maintain alter or repair the same running through or under the same or any part thereof for the benefit of the Development or any other property comprised in Title Number WT151848

2. The right to enter into or upon any part of the Flat and the Parking Space for the purpose of maintaining repairing or altering any part of the Building or the Development or the pipes wires and cables and aerals serving the Building or any adjoining properties of the Lessor or all or any parts thereof upon giving reasonable notice (save in the case of emergency) and making good all damage caused thereby
3. The right to construct or lay any pipes wires cables or other sewers through or under the car parking space for any part of the property now or formerly comprised in Title Number WT151848 the Lessor or the person or persons exercising such right making good all damage thereby occasioned and not being responsible for any temporary inconvenience in the use of the said car parking spaces
4. All rights of light air and other easements and rights (but without prejudice to those expressly herein before granted to the Lessee) now or hereafter belonging to or enjoyed by the Flat from or over any adjacent or neighbouring land or outbuildings
5. The right to build re-build or alter any adjacent or neighbouring land or building in any manner whatsoever and to let the same for any purpose or otherwise deal therewith notwithstanding that the light or air to the Flat is in any case thereby diminished or any other liberties rights or advantages belonging to the Lessee are thereby diminished or prejudicially affected
6. The right to support and shelter and of all other easements and rights now or hereafter belonging to or enjoyed by all adjacent or neighbouring land or buildings the interest wherein possession or reversion being at any time during the said term vested in the Lessor
7. The right to erect scaffolding on all or any part of the exterior walls of the Flat hereby demised for the purposes of repairing renewing or re-constructing any part of the Development or of the Building or cleaning or re-decorating any part thereof

notwithstanding any inconvenience which may be caused to the Lessee in respect thereof provided all works are carried out as quickly as practicable and the scaffolding then removed

THE FOURTH SCHEDULE
COSTS EXPENSES OUTGOINGS AND MATTERS IN RESPECT OF WHICH THE
THE LESSEE IS TO CONTRIBUTE

1. The Expenses of and incidental to maintaining repairing re-decorating cleansing improving and renewing :-
 - 1.1. The main structures including the exterior elevations of the Development and in particular the foundations main bearing walls roof gutters and rainwater pipes of the Building
 - 1.2. The water pipes sewers drains conduits cables and wires in under over or about the Development and serving more than one Flat therein
 - 1.3. The telephone cables serving the Flat or any of the Flats in the Development insofar as such costs are not chargeable directly to an individual Flat directly by British Telecommunications p.l.c. or its successors
 - 1.4. Any communal entrances passages landings staircases and the drying area and other communal areas of the Development
 - 1.5. The boundary structures of the Development and the accessway leading to the Development
 - 1.6. The provision (if so considered expedient by the Lessor and the Management Company) of a communal television and satellite reception service to serve all Flats comprised in the Building
 - 1.7. Any communal part of the Development not specifically herein before referred to
2. The cost of cleaning heating and lighting any exterior and other parts of the Development so enjoyed or used by the Lessee in common as aforesaid and of keeping the forecourt garden landscaped areas ways and other parts of the Development in good condition so far as is practicable
3. The cost of decorating and cleansing the exterior of the Building and the communal parts of the Development

4. All rates taxes and outgoings (if any) payable in respect of the forecourt visitors parking spaces and any or all other communal or other parts of the Development not specifically included in the individual Leases of the Flats
5. The cost of insurance against third party or such other risks in respect of the Development as the Lessor and the Management Company shall from time to time consider proper desirable or necessary other than property insurance payable by the Lessee under the specific covenants herein contained
6. The charges or other expenses payable in respect of any communal facility from time to time operated and provided for the owners and occupiers of the Flats in the Development and the repair and renewal thereof
7. Employing a qualified Accountant for the purpose of auditing the Accounts in respect of the Maintenance Expenses and certifying the total amount thereof for the period to which the Account relates
8. The Management and administration of the Management Company including the fees and disbursements paid to any managing agents appointed by the Management Company and/or the Lessor in respect of the maintenance administration and management of the Development or as an alternative or in addition to the appointment of an administrator or caretaker acting in conjunction with either of the aforementioned
9. All other (if any) expenses properly incurred or to be incurred in and about the Maintenance and proper and convenient management and running of the Development (whether or not included in Clause 5 of this Lease) including the creation and retention of such reserves or sinking fund for future maintenance works repairs or liabilities as the Lessor and/or the Management Company may deem prudent or desirable
10. Any Value Added Tax or other tax payable in respect of any costs expenses outgoings or matters falling within any paragraph of this Schedule

THE FIFTH SCHEDULE

Draft Form of Deed of Covenant with the Management Company to observe the Lessee's Covenants

I/We _____ of
HEREBY (JOINTLY AND SEVERALLY) COVENANT with ALLISON COURT (SWINDON)
MANAGEMENT LIMITED of

that we and our successors in title will at all times from the date hereof duly pay all
rent becoming due under a Lease of the above premises dated the _____ day of

One Thousand Nine Hundred and Ninety Six **MADE BETWEEN**
JOHN O'FLYNN (SWINDON) LIMITED of the first part ALLISON COURT (SWINDON)
MANAGEMENT LIMITED of the second part and

of the third part and we further covenant to pay all service charges
and all other sums payable thereunder and to observe and perform all the covenants
restrictions and stipulations and conditions contained in the said Lease and on the part
of the Lessee to be observed and performed (whether running with the Lease or of a
purely personal or collateral nature) to the same extent as if we were the original Lessee
party thereto

IN WITNESS whereof this document has been executed as a Deed the day and year first
before written