

[REDACTED]  
[REDACTED]  
Between

UK Car Park Management  
(Claimant)

-and-

[REDACTED]  
(Defendant)

**WITNESS STATEMENT OF [REDACTED]**

I, [REDACTED] **WILL SAY AS  
FOLLOWS:**

1. I am the Defendant in this matter. Attached to this statement is a paginated bundle of documents marked AB1 to which I will refer:

- I. Lease of part relating to Plot 220, Block H, [REDACTED]
- II. Lease of part relating to Parking Space 195, Block A&B, [REDACTED]
- III. Jopson V Homeguard Services Limited
- IV. Bulletin letter from [REDACTED] lobby

2. Before I describe what happened on the day I momentarily left my vehicle while unloading heavy items, I confirm that the essence of my defence to this claim is that:

- a) I am the owner of a leasehold flat on the second floor of the property above within [REDACTED] (the 'Estate'). I am not an unauthorised person 'parking illegally'. I am a leaseholder exercising my rights as per the lease to gain access to my property using the pathways and the estate's access roads, and as such I do not think that any breach in Terms has applied.
- b) I am also the owner of the lease to parking space 195, Block A&B within the Estate. This parking space is located in a different block to the aforementioned flat, which is located in Block H. The distances between my parking space and flat is too far to permit carrying heavy or large items.
- c) As per the lease relating to parking space 195, I have the right-of-way by vehicle to access the pathways and Access roads within the Estate. Based on this I argue that I also have the right, in a circumstance such unloading awkward items to take up to my flat or dropping off passengers, to stop for a few moments in that vehicle. The right to briefly stop my car and move my belongings from my car and into my flat is logically part of having a right to have free access to my property, especially circumstance when my allocated parking space is unsuitable. To be hassled and hounded simply for doing this simple everyday task outside my own home seems deeply unjust and unfair.
- d) There are no terms within the lease requiring lessees to display parking permits, or to pay penalties to third parties (such as the Claimant) for non-display of the same.
- e) It has been proven in JOPSON v HOME GUARD SERVICES which I will rely on in this case, that residents stopping to unload is not the same as parking. Unloading is an activity permitted by the terms of my lease of which the Claimant is not a party to.

- f) I would argue that the 'Quiet Enjoyment' that my lease offers includes the right to return to my home after Christmas and to be allowed to stop my car for a moment to carry festive items up to my flat in preparation to enjoy the rest of the holiday - without being accosted by an aggressive parking company. To target me specifically on New Year's Day (which was an extremely quiet day on the estate, with no cars or people around) just seems opportunistic and completely unreasonable.

## Background

3. Since [REDACTED] I have been the leaseholder and a permanent resident of [REDACTED] ('Plot 220') within the [REDACTED]. I also own the lease for Parking Bay 195, which is allocated to the owners flat. Parking Bay 195 is located within Block A&B on the Estate, which is a different block to Plot 220, which is located in Block H. The walking time between Parking Bay 195 and Plot 220 is approximately 5 minutes, and the route involves navigating through multiple secured doorways and stairs.
4. On New Years Day 2018, on a particularly quiet day where no traffic, parked cars or by-passers were on the Estate, I momentarily stopped in an empty parking bay on 'Park Piazza' to unload my car with several festive gifts and a piece of heavy flat-packed furniture. This unloading could not have been done from Parking Bay 195 because these items were too bulky and large.

The unloading of the vehicle took approximately 10 minutes as it required several trips from the vehicle to the nearby entrance to Block H, where the lift is located, and then a short walk to Plot 220 on the second floor. After I unloaded my car, I immediately moved it back to my allocated Parking Bay 195. I had no intention to leave my vehicle for even a minute more than I needed. In fact, if I had a companion with me in the car would have told them to drive the car away as soon as I had unloaded it, but as I was alone I had no choice but to leave my vehicle for a few brief moments while I safely transported my belongings to my flat. Evidently, this is very different from a person 'illegally parking', which would involve intentionally leaving a vehicle for a significant period of time in an illegal space.

5. Park Piazza, the location in which the parking charge notice was issued by the Claimant, and is in a part of the Estate known as the 'Clock Tower'. This is the closest and safest place to stop a vehicle in order to bring heavy items into the entrance to Block H. For this reason it is used by all delivery companies, moving companies and contractors to access resident's flats in Block H.

According to the Estate Management Company (" [REDACTED] ), all parking bays by the 'Clock Tower', in which the alleged breach of terms occurred, are not allocated to any resident property and are available to any visitors, on a first come first serve basis.

Included alongside this Witness Statement is a bulletin letter from [REDACTED] in the lobby of [REDACTED]. The bulletin clearly states that the reason why parking enforcement companies are employed to patrol the above ground parking is 'to ensure that only residents park on site'. This is because there is a Tesco Express on site with limited customer parking.

I am a resident, who was simply *unloading* some items briefly from my vehicle, and so it would seem that by issuing me a fine the Claimant have acted well outside of their remit.

6. It should also be noted, that there are no loading bays in the Estate, and any so called terms imposed by signage positioned by UK Car Park Management Limited are impractical for all services loading or unloading to the residents of Block H, such as a courier delivering a parcel. An approach, such as the Claimants, which restricts any vehicles that do not 'arrange permits' for unloading would leave life in any block of flats close to unworkable.

## The Defence

7. Within the 'Lease of part relating to Parking Space 195, Block A&B, [REDACTED]' or 'Lease of part relating to Plot 220, Block H, [REDACTED]', provided alongside this Witness Statement, there are no terms within the lease requiring lessees to display parking permits, or to pay penalties to third parties, such as the Claimant, for non-display of same anywhere on the Estate.

Therefore despite the Claimant alleging that the erection of the Claimant's signage, and the purported contractual terms conveyed therein, they are incapable of binding the Defendant in any way, and their existence does not constitute a legally valid variation of the terms of the lease. Accordingly, the Defendant denies having breached any contractual terms whether express, implied, or by conduct. Further:

- i. The Claimants notices on the signage makes no reference to any rights which the occupiers of premises on the estate may have by virtue of their lease.
  - I. The Claimant, or Managing Agent, in order to establish a right to impose unilateral terms which vary the terms of the lease, must have such variation approved by at least 75% of the leaseholders, pursuant to s37 of the Landlord & Tenant Act 1987, and the Defendant is unaware of any such vote having been passed by the residents.
8. We rely upon the Oxford County Court decision in JOPSON v HOME GUARD SERVICES, Appeal case number B9GF0A9E on 29/9/2016 where Senior Circuit Judge Charles Harris QC found that Home Guard Services had acted unreasonably when issuing a penalty charge notice to Miss Jopson, a resident of a block of flats. This case is enclosed within the bundle of documents marked AB1 within this pack.

JOPSON v HOME GUARD SERVICES is being relied on as it's analogous to the situation that the Defendant finds himself in, where the he as per his Lease, also has the right to stop for a few moments or minutes to put down passengers or unload awkward items. As found in the Jopson appeal, Loading or unloading is *not* 'parking' and signs cannot override existing rights enjoyed by leaseholders and their visitors.

In the Jopson appeal in June 2016, the Senior Circuit Judge also found that the position was analogous to the right to unload which was the subject of *Bulstrode v Lambert [1953] 2 All ER 728*. The right of way in that case was: "*To pass and re-pass with or without vehicles...for the purposes of obtaining access to the building...known as the auction mart.*"

9. To evidence the Defendant's right-of-way to the Estate, we would like to draw the Court's attention to the 'Lease of part relating to Plot 220, Block H, [REDACTED]', Schedule 1 (page 12), 'The Rights' of Lease granted to the lessees gives the rights:
  - I. "Of access to and from the Property on good over the footpaths within the Buildings Amenity Land and the Estate Amenity Land or with vehicles to and from the public highway over and along the Buildings Access Road and the Estate Access Road".
  - II. "The right of support and protection for the benefit of the Property that is now enjoyed from all other parts of the Estate".

Accordingly, the Defendant's vehicle was 'authorised' to access the land as per the Lease and the Defendant relies on primacy of contract.

9. We would like to draw the Court's attention to the 'Lease of part relating to Plot 220, Block H, [REDACTED]', Section 9 'Quiet Enjoyment' of the Defendant's Lease stipulates:

- I. "If the Tenant pays the Rent and performs and observes the covenants on his part contained in this Lease the Landlord must all him to peacefully to hold and enjoy the Property without any interruption by the Landlord or any person rightfully claiming under or in trust for him".

The Defendant, at all material times, parked in accordance with the terms granted by the lease and has performed and observed the covenants in the lease. The Claimant's conduct in aggressive ticketing is in fact a matter of tortious interference, being a private nuisance to residents. In this case the Claimant continues to cause a substantial and unreasonable interference with the Defendant's land/property, or his/her use or enjoyment of that land/property.

10. In this case the Claimant "UK Car Parking Management Limited" has taken over the location and ran a business as if the site were a public car park, offering terms with £100 penalty on the same basis to residents, as is on offer to the general public and trespassers. However, residents with allocated parking are granted a right to park/rights of way and to peaceful enjoyment, and parking terms under a new and onerous 'permit/licence' cannot be re-offered as a contract by a third party. This interferes with the terms of leases and tenancy agreements, none of which is this parking firm a party to, and neither have they bothered to check for any rights or easements that their regime will interfere with. This causes a substantial and unreasonable interference with my land/property, and use or enjoyment of the land/property.

### **Costs**

11. The Court is invited to dismiss the claim and to award my costs of attendance at the hearing, such as are allowable pursuant to CPR 27.14.

I hereby conclude that the Claimant in fact owes me the following;  
£95 loss of earnings to attend this hearing  
£10 travel expenses

12. I believe the Claimant should have reasonably accepted my appeal for this matter early in 2018, but instead will have sought a fictitious debt for more than two years (at time of hearing), which has resulted in me having to spend a great deal of personal time and material to defend my rights as a leaseholder of the Estate. I believe that this is unreasonable behaviour, and that the Claimant should be penalised with further costs at the courts discretion, in addition to those pursuant to CPR 27.14.

### **STATEMENT OF TRUTH**

I believe that the facts stated in this Witness Statement are true.



Signed:

Print: [REDACTED]

# AB1

LEASE OF PART RELATING TO PLOT 220, BLOCK H, [REDACTED]

2

THE LAND REGISTRY  
LAND REGISTRATION ACT 2002

DATED 27 June 2007

- (1) [REDACTED]
- (2) [REDACTED]
- (3) [REDACTED]
- (4) [REDACTED]

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LEASE OF PART

- relating to -

Plot 220  
Block H

[REDACTED]

No parking allocated

[REDACTED]

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shoosmiths

Russell House  
1550 Parkway  
Solent Business Park  
Whiteley Fareham  
Hampshire PO15 7AG  
Tel: 08700 866800  
Fax: 08700 866801  
E-Mail: [solent@shoosmiths.co.uk](mailto:solent@shoosmiths.co.uk)  
Ref. CPD127154.511

LR1. Date of lease	27 June 2007
LR2. Title number(s)	Landlord's title number(s) [REDACTED] LR2.2 Other title numbers
LR3. Parties to this lease	Landlord [REDACTED] (Company Registration Number 670176) whose registered office is at Seaton Burn House Dudley Lane Seaton Burn Newcastle Upon Tyne NG13 6BF  Tenant [REDACTED]  Other parties  Buildings Management Company [REDACTED] <b>Block H Management Limited</b> (Company Registration number 5940064) whose Registered Office is situate at First Floor Christopher Wren Yard 117 High Street Croydon Surrey CR0 1QG  Estate Management Company [REDACTED] [REDACTED]
LR4. Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.  Plot 220 on the second floor of the building known as Block H [REDACTED] [REDACTED] more particularly described in Schedule 1 to be known as [REDACTED] [REDACTED]
LR5. Prescribed statements etc.	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180



LR5. Prescribed statements etc.	<p>LR5.1 <i>Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</i></p> <p>None</p>
LR6. Term for which the Property is leased	<p>The term is as follows:</p> <p>[REDACTED]</p>
LR7. Premium	<p>[REDACTED] s</p>
LR8. Prohibitions or restrictions on disposing of this lease	<p>This lease contains a provision that prohibits or restricts dispositions.</p>
LR9. Rights of acquisition etc.	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	<p>LR10.1</p> <p>None</p>
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>Second Schedule</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>Third Schedule</p>
LR12. Estate rentcharge burdening the Property	<p>None</p>
LR13. Application for standard form of restriction	<p>Clause 10.1 and 10.2</p>

LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable
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**INTERPRETATION AND DEFINITIONS**

The expressions in the first column of this clause 1 have the respective meanings assigned to them in the second column

<b>Buildings</b>	Block H [REDACTED] constructed or to be constructed on or within the Estate of which the Property forms part
<b>Buildings Access Road</b>	the communal private accessways footpaths and forecourts giving vehicular and/or pedestrian access to parts of the Buildings
<b>Buildings Amenity Land</b>	the Buildings Access Road and communal footpaths and flowerbeds and any other exterior parts of the Estate not intended to be separately sold or let and also the parking spaces if any (and in each case not included in the Buildings)
<b>Buildings Management Company</b>	the person specified as the buildings management company in LR3
<b>Building Occupiers</b>	the occupiers of the Residential Units and of other premises in the Buildings contributing to Building Service Charge
<b>Buildings Service Charge</b>	a fair proportion of the expenditure incurred by the Buildings Management Company in performance of its obligations under the Fourth Schedule
<b>Buildings Services</b>	the services set out in the Fourth Schedule
<b>Common Parts</b>	all parts of the Buildings not intended to be included in the lease of any separate apartment including any Service Media used in common together with the accessways forecourts car parking areas footpaths gardens grounds refuse and other areas to the extent that the same are intended for the use of the owners and occupiers of the apartments in the Buildings and/or the parking spaces in the Buildings
<b>Estate</b>	the land comprised in the title number TGL218995 mentioned being the buildings and gardens and grounds surrounding the same for use of the owners and occupiers and any other nearby property in which the Landlord has or acquires during the Term a freehold or leasehold interest and which are capable of enjoying the services to be provided by the Buildings Management Company and Estate Management Company

<b>Estate Access Road</b>	the communal private accessways footpaths and forecourts giving vehicular and/or pedestrian access to parts of the Buildings Amenity Land
<b>Estate Amenity Land</b>	the Estate Access Road and communal footpaths and flowerbeds and parking spaces and any other exterior parts of the Estate not intended to be separately sold or let (and not included in the Buildings Amenity Land)
<b>Estate Management Company</b>	the person specified as the estate management company in LR3
<b>Estate Occupiers</b>	the occupiers of the Residential Units (inclusive of the Buildings Occupiers) and other premises in the Estate contributing to Estate Service Charge
<b>Estate Service Charge</b>	a fair proportion of the expenditure incurred by the Estate Management Company in performance of its obligations under the Fifth Schedule
<b>Estate Services</b>	the services set out in the Fifth Schedule hereto
<b>Insured Risks</b>	fire and lightning explosion aircraft earthquakes riot malicious damage theft damage storm flood burst pipes falling trees/aerials impact escape of water or oil from fixed domestic water or heating system accidental damage subsidence ground heave and landslip and such other risks usually included within a comprehensive insurance policy for block of apartments
<b>Interest</b>	interest at 4% above the base rate of Royal Bank of Scotland from the date on which any payment is due to the date of payment
<b>Landlord</b>	the person specified as the landlord in LR3
<b>Plan</b>	the plan annexed hereto
<b>Premium</b>	the Premium specified in LR7
<b>Property</b>	the Property as described in LR4
<b>Rent</b>	For the first 25 years of the term £200 per annum For the next 25 years of the term £400 per annum For the next 25 years of the term £800 per annum For the next 25 years of the term £1600 per annum For the remaining years of the term £3200 per annum
<b>Residential Units</b>	the residential units to be constructed in the Buildings
<b>Service Media</b>	includes all pipes cables wires ducts drains sewers gutters and other conduits constructed in over or on the Estate for the supply and removal of air water soil gas electricity and telephone and any other services to and from the buildings on the Estate and shall include any equipment or

apparatus installed for the purpose of such service or supply

**Planning Acts**

The Town & Country Planning Act 1990 Planning (Listed Buildings and Conservation Areas) Act 1990 Planning (Hazardous Substances) Act 1990 and Planning Consequential Provisions Act 1990 and includes statutory instruments made thereunder and any statutory re-enactment or modification for the time being in force

**Tenant**

the person specified as the tenant in LR3

**Term**

the term specified in LR6

**1 RECITALS**

- 1.2 The Landlord is registered at the Land Registry as the proprietor of the land comprised in the above Title Number
- 1.3 The Landlord has granted or intends hereafter to grant leases of the Residential Units in the Buildings on terms similar to those contained in this Lease
- 1.4 The Buildings Management Company and the Estate Management Company are companies formed with the object of (inter alia) maintaining the Common Parts and the Buildings Amenity Land and the Estate Amenity Land
- 1.5 The Tenant has agreed to become a member of the Buildings Management Company and the Estate Management Company
- 1.6 It has been agreed that the Landlord will grant and the Tenant shall take a lease of the Property for the consideration and on the terms hereinafter appearing

**2 DEMISE**

- 2.1 In pursuance of the said agreement and in consideration of the payment by the Tenant to the Landlord of the sum of Two Hundred and Twenty Four thousand Seven Hundred and Twenty Eight Pounds (£224,728.00) with the balance of Fifty Five Thousand Two Hundred and Seventy Two Pounds (£55,272.00) having been paid to NPW Properties Limited (Guernsey) and of the Rent and of the covenants on the part of the Tenant hereinafter contained and on the part of the Tenant to be observed and performed the Landlord **HEREBY DEMISES** unto the Tenant the Property **TOGETHER WITH** the rights set out in the Second Schedule hereto but **EXCEPTING AND RESERVING** the rights set out in the Third Schedule hereto **TO HOLD** the same unto the Tenant for the Term **SUBJECT TO** all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Property so far as the same are subsisting and capable of being enforced and affect the Property **YIELDING AND PAYING** therefor the Rent in advance without any deduction whatsoever on 25 March in each year (the first such payment being a proportionate sum being due on and from the date hereof until 24 March next) and by way of additional rent the Buildings Service Charge and the Estate Service Charge as herein provided

**3 TENANT'S COVENANTS I**

The Tenant covenants with the Landlord and covenants separately with the Buildings Management Company and the Estate Management Company respectively as follows:

apparatus installed for the purpose of such service or supply

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**3 TENANT'S COVENANTS I**

The Tenant covenants with the Landlord and covenants separately with the Buildings Management Company and the Estate Management Company respectively as follows:

- 3.1 To pay the Rent at the times and in the manner aforesaid
- 3.2 To pay all existing and future rates assessments charges and outgoings of every kind and description payable by law in respect of the Property or any part thereof and whether by the owner lessor lessee or occupier thereof and to pay a fair proportion of any such expenses which are assessed or charged on the Buildings or on the Estate or any premises of which the Property forms only part
- 3.3 To pay interest on any payment due under this Lease not paid within fourteen days of the due date and to pay VAT on any payments due hereunder where VAT is properly chargeable
- 3.4 To permit the Landlord and the Buildings Management Company and their duly authorised surveyors and agents with or without workmen and all necessary appliances and equipment to enter into and upon the Property or any part or parts thereof to examine the state and condition of the same and to make good to the reasonable satisfaction of the Landlord and the Buildings Management Company all defects decays and wants of repair of which prior notice in writing has been given to the Tenant and for which the Tenant may be liable hereunder within two months after the giving of such notice (or if in the reasonable opinion of the Landlord or the Buildings Management Company there is an emergency such lesser period as may be specified in such notice) **PROVIDED THAT** in the event that the Tenant shall fail to comply with any such notice it shall be lawful for the Landlord or the Buildings Management Company (without prejudice to the right of re-entry hereinafter contained) to enter upon the Property to make good the same at the cost of the Tenant which cost shall be repaid by the Tenant to the Landlord or the Buildings Management Company (as the case may be) upon demand and in default of such payment shall be recoverable as rent in arrears together with all solicitors and surveyors charges and other expenses which may be properly incurred by the Landlord or the Buildings Management Company in connection therewith
- 3.5 Within seven days of the receipt of notice of the same to give full particulars to the Landlord and the Buildings Management Company of any notice (or proposal for a notice or order) affecting the Property or the Buildings given issued or made to the Tenant by a Planning Authority under or by virtue of the Planning Acts or by any authority under any other Act Statutory Instrument or Bye-Law and if so required by the Landlord or the Buildings Management Company and at the request of either to make or join in making any objections or representations in respect of such notice
- 3.6 To notify the Landlord and the Buildings Management Company or the Estate Management Company (as the case may be) as soon as reasonably practicable in writing of any defect in or want of repair to the Property the Common Parts the Buildings Amenity Land or the Estate Amenity Land for which the Landlord or the Buildings Management Company or the Estate Management Company (as the case may be) may be responsible under the terms of this Lease or any Act or Acts for the time being in force and every or any regulation or order made thereunder
- 3.7 To pay all prior expenses including solicitors costs and surveyors fees properly incurred by the Landlord incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under Sections 146 and 147 of that Act notwithstanding in any such case forfeiture is avoided otherwise than by relief granted by the Court
- 3.8 To comply with or as the case may be to observe and perform so far as the same may affect the Property all exceptions reservations covenants and conditions on the register of the Landlord's title and to keep the Landlord indemnified against all costs claims liabilities and demands arising from any breach or non-observance thereof

- 3.9 To be responsible for and to keep the Landlord and the Buildings Management Company and the Estate Management Company fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord or the Buildings Management Company or the Estate Management Company arising directly or indirectly out of:-
- 3.9.1 Any act omission or negligence of the Tenant or any persons in the Tenant's control at the Property expressly or impliedly with the Tenant's authority and
- 3.9.2 Any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease
- 3.10 Not at any time during the Term to divide the possession of the Property by an assignment or underletting or parting with possession of part only
- 3.11 Not to assign or transfer the whole of the Property without contemporaneously with such assignment transfer or underlease
- 3.11.1 Transferring to the assignee or the transferee his shares in the Buildings Management Company and the Estate Management Company respectively and the assignee transferee or underlessee will within one month of completion apply to the Buildings Management Company and the Estate Management Company respectively to have himself registered as the Proprietor thereof and
- 3.11.2 Making payment to the Landlord (or as appropriate the Buildings Management Company and/or the Estate Management Company) of all rents and other sums which have fallen due under this Lease prior to the date of such assignment transfer or underlease
- 3.11.3 If the assignee or transferee is not resident in the United Kingdom of Great Britain and Northern Ireland or is a limited liability company not registered within such jurisdiction to provide an address for service within such jurisdiction
- 3.11.4 procuring that the assignee or transferee enters into a separate deed of direct covenant with the Landlord the Buildings Management Company and the Estate Management Company to observe and perform the covenants and conditions contained herein
- 3.12 Not to underlet the whole of the Property or any part of the Property except for a term of not less than 6 months and on the grant of any such tenancy to forthwith notify the Buildings Management Company and the Estate Management Company (or any managing agents that may be appointed to act on behalf of the Buildings Management Company and/or the Estate Management Company) of the identity of the tenants under such tenancy and confirm to the Buildings Management Company and the Estate Management Company (or managing agents as appropriate) the address to which any future demands for all payments under the terms of this Lease should be sent and to pay such reasonable administration fee (plus VAT if applicable) that the Buildings Management Company and the Estate Management Company (or the managing agents as appropriate) may from time to time require
- 3.13 To produce for the purposes of registration to both the Landlord's solicitors and the Buildings Management Company's solicitors and the Estate Management Company's solicitors within one month after the document or instrument in question shall be executed or shall operate or take effect a certified copy of every transfer of this Lease and also every Charge Probate Letters of Administration Order of Court or other instrument effecting or evidencing a permitted devolution of the Tenant's title (excepting from this any tenancy granted in

accordance with the preceding sub-clause) and to pay to each of the Landlord's solicitors and the Buildings Management Company's solicitors and the Estate Management Company's solicitors such reasonable fee as may from time to time be required in respect of the registration of each such document or instrument so produced

3.14 If the Tenant at any time is not the holder of a share in the Buildings Management Company and/or the Estate Management Company:-

3.14.1 To carry out the obligations attaching to members of the Buildings Management Company and/or the Estate Management Company under the relevant management company's Memorandum and Articles of Association

3.14.2 Upon being requested to do so by the Buildings Management Company and/or the Estate Management Company or the Landlord to accept a share in the Buildings Management company and/or the Estate Management Company in any manner authorised by the relevant management company's Articles of Association

3.15 Not to unreasonably withhold consent to a request made by the Landlord under Section 8 of the Landlord & Tenant (Covenants) Act 1995 for a release from all or any of the Landlord's covenants of this Lease provided that any such release shall be without prejudice to the antecedent breaches of the Lease by the Landlord

3.16 At the expiration or sooner determination of the Term to peaceably surrender and yield up to the Landlord all and singular the Property in good and reasonable repair and condition

#### 4 TENANT'S COVENANTS II

The Tenant covenants with the Landlord and covenants separately with the Buildings Management Company and each and every other tenant of premises forming part of the Buildings

4.1 To pay to the Buildings Management Company on the date hereof a proportionate sum on account of Buildings Service Charge to the next following 24 March or 28 September and thereafter on 25 March and 29 September in each year such sum as the Buildings Management Company shall consider is fair and reasonable on account of the Buildings Service Charge and forthwith on receipt of the Certificate (as hereinafter defined) to pay to Buildings Management Company any balance of the Buildings Service Charge then found to be owing **PROVIDED ALWAYS** that any overdue Buildings Service Charge may be recovered by the Landlord as if the same were rent in arrears

4.2 To keep the Property and each and every part thereof in good and tenantable repair throughout the Term (and without prejudice to the generality of the foregoing to afford all necessary support shelter and protection to all other parts of the Buildings) and to renew and replace from time to time all Landlord's fixtures fittings and appurtenances which may become or be beyond repair at any time during or at the expiration or sooner determination of the Term

4.3 Whenever the same shall be required and in the last year of the Term (howsoever determined) to decorate paint paper plaster varnish or otherwise treat as the case may be in a proper and workmanlike manner all interior parts of the Property usually requiring to be painted papered plastered varnished or otherwise treated

4.4 To pay all reasonable expenses including solicitors costs and surveyors fees properly incurred by the Landlord the Buildings Management Company or the tenant of any other premises forming part of the Buildings of and incidental to the service of all notices and



schedules relating to wants of repair of the Property whether the same be served during or after the expiration or sooner determination of the Term (but relating in all cases to such wants of repair that accrued not later than the expiration or sooner determination of the Term)

- 4.5 Not to do any act or thing which may vitiate any insurance effected on the Property or which may cause any increased premium to be payable in respect thereof
- 4.6 Not at any time to carry on or permit to be carried on upon the Property any trade or business whatsoever
- 4.7 Not to do or omit to do on or in the Property any act manner or thing which may be or become a nuisance or cause any damage to any owner or occupier of the Estate or any other adjoining or neighbouring property or which may lessen the value of such land or buildings
- 4.8 To comply at all times and in all respects with the provisions and requirements of the Planning Acts whether as to the permitted user of the Property or otherwise and fully to indemnify and keep the Landlord the Buildings Management Company and the owner or occupier of any other part of the Estate fully indemnified (both during or following the expiration of the Term) against all liabilities whatsoever including costs and expenses in respect of remedying or seeking to remedy any contravention
- 4.9 Not to leave any item or thing in the entrance hallways staircases or landings of the Buildings and not to obstruct any paths or driveways on the Estate or leave any item or thing in or on the Common Parts save for the proper use of the areas designated for disposal of refuse
- 4.10 Not to make any alterations or additions to the Property without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) and not to make any structural alterations or additions to the Buildings nor to alter the external appearance thereof and not to erect or install any satellite dish or similar apparatus on the exterior of the Buildings
- 4.11 Not to cut injure or remove any Service Media including any fixtures thereto serving the Property whether exclusively or jointly with other premises nor to make any connection thereto
- 4.12 Not to bring into nor to keep or store in or on the Property or any part thereof any article substance or liquid of an inflammable or explosive nature
- 4.13 Not to commit or suffer or permit the commission of any wilful or voluntary waste or spoil upon the Property or any part or parts thereof
- 4.14 Not to stop up darken or obstruct any windows or light belonging to the Property
- 4.15 To permit the tenants of any other apartments in the Buildings from time to time during the currency of the Term with or without workmen and others and all necessary appliances and equipment to enter into and upon the Property or any part or parts thereof for the purposes specified in paragraph 2 of the Third Schedule hereto subject however to the terms and conditions thereof
- 4.16 Not to throw dirt rubbish rags or other refuse or suffer or permit the same to be thrown into the sinks baths lavatories cisterns waste or soil pipes serving the Property
- 4.17 Not to play or use any musical instrument television radio loud speaker mechanical or other noise making instrument of any kind in or on the Property so as to cause annoyance to the tenants or other occupiers of the Buildings or so as to be audible outside the Property between the hours of 11 pm and 7 am

- 4.18 Not to put any name writing drawing signboard plate or sign of any kind on or in any window or any other part of the exterior of the Property or so as to be visible from the outside
- 4.19 Not to keep on the Property any bird dog or other animal without the prior written consent of the Buildings Management Company which consent may be revoked by the Buildings Management Company at any time
- 4.20 Not to place store or keep any litter outside the Property otherwise that situate within the refuse store designated for the disposal of refuse and appropriately wrapped in the interests of hygiene
- 4.21 Not to hang or expose clothes or other articles outside the Property
- 4.22 To clean at least one each month the interior and exterior surfaces of the windows of the Property

## 5 TENANT'S COVENANTS III

The Tenant covenants with the Landlord and covenants separately with the Estate Management Company and each and every other tenant of premises forming part of the Estate to pay to the Estate Management Company on the date hereof a proportionate sum on account of Estate Service Charge to the next following 24 March or 28 September and thereafter on 25 March and 29 September in each year such sum as the Estate Management Company shall consider is fair and reasonable on account of the Estate Service Charge and forthwith on receipt of the Certificate (as hereinafter defined) to pay to the Estate Management Company any balance of the Estate Service Charge then found to be owing **PROVIDED ALWAYS** that any overdue Estate Service Charge may be recovered by the Landlord as if the same were rent in arrears

## 6 COVENANTS BY THE BUILDINGS MANAGEMENT COMPANY

The Buildings Management Company covenants with the Landlord and separately with the Tenant:-

- 6.1 At the request of the Landlord to enforce or pursue in the name of the Landlord any of the Tenant's obligations in relation to the Buildings Service Charge and/or the Buildings herein contained
- 6.2 To provide and perform the Buildings Services **PROVIDED ALWAYS** that:-
  - 6.2.1 The Buildings Management Company may employ at the Buildings Management Company's discretion a firm of managing agents to manage the Buildings and the Buildings Amenity Land and discharge all proper fees salaries charges and expenses payable to such agents or such other person who may be managing the Buildings and/or the Buildings Amenity Land and the cost of computing and collecting the Rent and Buildings Service Charge but if the Buildings Management Company does not appoint such managing agents it shall be entitled to include all administration costs incurred as part of the costs of providing the Buildings Services
    - a) Any interruption in any of the Buildings Services by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Buildings Management Company's control or by reason of mechanical or other defect or breaking down or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or in the reduction of

the level of the Buildings Services or withdrawal of any of them if the Buildings Management Company considers it desirable to do so for the proper management of the Buildings and/or the Buildings Amenity Land or

- b) Any failure on the part of the Buildings Management Company to provide any of the Buildings Services or discharge any of its obligations hereunder unless and until the Tenant shall have notified the Buildings Management Company in writing of the facts giving rise to the failure and the Buildings Management Company shall thereafter have failed within a reasonable length of time to remedy the same and then in such a case the Buildings Management Company shall be liable to compensate the Tenant only for loss or damage sustained by the Tenant after such reasonable time has elapsed

6.3 As soon as practicable after the end of each financial year (as hereinafter defined) of the Buildings Management Company to furnish the Tenant with an account of the Buildings Service Charge payable for that year due credit being given for the advance contribution relevant to that year and amounts carried forward from previous financial years (if any) and to carry forward to the next financial year any amount which may have been overpaid by the Tenant as the case may require and the purpose of this clause:-

6.3.1 The expression "the financial year" of the Buildings Management Company shall mean the period from 25 March to 24 March next following or such other annual period which the Buildings Management Company may in its sole discretion from time to time determine as being that in which the accounts of the Buildings Management Company either generally or relating to the Buildings shall be made out

6.3.2 The amount of the Buildings Service Charge shall be ascertained and certified annually by a certificate of the annual expenditure ("the Certificate") signed by the Buildings Management Company or the managing agents so soon after the end of the financial year of the Buildings Management Company as may be practicable and shall relate to such years in manner hereinafter mentioned

6.3.3 The Certificate shall contain a summary of the Buildings Management Company's expenditure and outgoings as incurred in the financial year of the Buildings Management Company and the Certificate shall be final and binding on the Tenant except in the case of manifest error

6.3.4 A copy of the Certificate of each such financial year shall be issued to the Tenant and the Tenant may by prior appointment with the Buildings Management Company within twenty eight days of the issue of the Certificate inspect the vouchers and receipts in respect of the expenditure and outgoings for the financial year

## **7 COVENANTS BY THE ESTATE MANAGEMENT COMPANY**

The Estate Management Company covenants with the Landlord and separately with the Tenant:-

7.1 At the request of the Landlord to enforce or pursue in the name of the Landlord any of the Tenant's obligations in relation to the Estate Service Charge and the Estate herein contained

7.2 To provide and perform the Estate Services **PROVIDED ALWAYS** that:

7.2.1 The Estate Management Company may employ at the Estate Management Company's discretion a firm of managing agents to manage the Estate and discharge all proper fees salaries charges and expenses payable to such agents or such other

person who may be managing the Estate and the cost of computing Estate Service Charge but if the Estate Management Company does not appoint such managing agents it shall be entitled to include all administration costs incurred as part of the costs of providing the Estate Services

7.2.2 The Estate Management Company shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of:-

- a) Any interruption in any of the Estate Services by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Estate Management Company's control or by reason of mechanical or other defect or breaking down or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or in the reduction of the level of the Estate Services or withdrawal of any of them if the Estate Management Company considers it desirable to do so for the proper management of the estate or
- b) Any failure on the part of the Estate Management Company to provide any of the Estate Services or discharge any of its obligations hereunder unless and until the Tenant shall have notified the Estate Management Company in writing of the facts giving rise to the failure and the Estate Management Company shall thereafter have failed within a reasonable length of time to remedy the same and then in such a case the Estate Management Company shall be liable to compensate the Tenant only for loss or damage sustained by the Tenant after such reasonable time has elapsed

7.3 As soon as practical after the end of each financial year (as hereinafter defined) of the Estate Management Company to furnish the Tenant with an account of the Estate Service Charge payable for that year due credit being given for the advance contribution relevant to that year and amounts carried forward from previous financial years (if any) and to carry forward to the next financial year any amount which may have been overpaid by the Tenant as the case may require and for the purpose of this clause:-

7.3.1 The expression "the financial year" of the Estate Management Company shall mean the period from 25 March to 24 March next following or such other annual period which the Estate Management Company may in its sole discretion from time to time determine as being that in which the accounts of the Estate Management Company either generally or relating to the Estate shall be made out

7.3.2 The amount of the Estate Service Charge shall be ascertained and certified annually by a certificate of the annual expenditure ("the Certificate") signed by the Estate Management Company or the managing agents so soon after the end of the financial year of the Estate Management Company as may be practicable and shall relate to such years in manner hereinafter mentioned

7.3.3 The Certificate shall contain a summary of the Estate Management Company's expenditure and outgoings as incurred in the financial year of the Estate Management Company and the Certificate shall be final and binding on the Tenant except in the case of manifest error

7.3.4 A copy of the Certificate of each such financial year shall be issued to the Tenant and the Tenant may by prior appointment with the Estate Management Company within twenty eight days of the issue of the Certificate inspect the vouchers and receipts in respect of the expenditure and outgoings for the financial year

## 8 LANDLORD'S COVENANTS

The Landlord covenants (but not so as to bind itself in respect of breaches of covenants committed after it shall have parted with the reversion immediately expectant on the Term to the intent that the Landlord's covenants shall be personal to the person in whom the reversion immediately expectant upon this Lease is vested for the time being) with the Tenant and separately with the Buildings Management Company and the Estate Management Company as follows:-

- 8.1 The Tenant paying the Rent and Buildings Service Charge hereby reserved and observing and performing the several covenants and stipulations on the part of the Tenant contained herein shall peaceably hold and enjoy the Property throughout the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord
- 8.2 Not to grant a lease for a term of more than 7 years of any of the Residential Units in the Buildings without obtaining from the tenant thereof covenants similar to the covenants on the part of the Tenant herein contained including an obligation to pay the Buildings Service Charge and the Estate Service Charge
- 8.3 If so required by the Tenant to enforce the covenants similar to those mentioned in clause 3 4 and 5 hereof entered into or to be entered into by the tenants of the other apartments in the Buildings upon the Tenant indemnifying the Landlord against all costs and expenses in respect of such enforcement **PROVIDED THAT:-**
  - 8.3.1 The Landlord shall not be required to incur any legal or other costs under this clause unless and until such security as it in its absolute discretion may require shall have been given by the Tenant requesting such enforcement; and
  - 8.3.2 The Landlord whenever it is so requested and in its absolute discretion before taking any steps by way of enforcement under this clause may require the Tenants requesting such enforcement at his own expense obtained from a barrister of not less than 7 years standing to be nominated by the Landlord advised in writing as to the merits of any contemplated action in respect of the matters in issue and in the event the Landlord shall not be bound to bring any such action unless the said barrister advises that such action should be brought and is likely to succeed
- 8.4 To afford to the Buildings Management Company and the Estate Management Company and their respective surveyors or agents with or without workmen and appliances at all times access to the Common Parts and the Buildings Amenity Land and the Estate Amenity Land respectively for the purpose of carrying out their respective obligations under this Lease
- 8.5 To insure and keep insured the Buildings of which the Property form part against loss or damage by the Insured Risks and such other risks (if any) as the Landlord shall think fit subject to usual excesses and/or exclusions in some reputable insurance office or with such reputable underwriters or agency as the Landlord may from time to time decide in the full reinstatement value thereof including architects surveyors and other professional fees the costs of debris removal demolition site clearance any works that may be required by statute and incidental expenses and whenever reasonably required by the Buildings Management Company to produce to the Building Management Company details of the insurance cover effected by the Landlord and evidence of payment of the last premium
- 8.6 That if and whenever during the Term:-

- 8.6.1 The Buildings of which Property form part or any part of them are damaged or destroyed by a risk against which the Landlord is required to insure under the terms of this lease and
- 8.6.2 The payment of the insurance monies is not refused in whole or in part by reason of any act or default of the Tenant or anyone at or near the Property expressly or by implication with the Tenant's authority the Landlord will with all convenient speed take such steps as may be necessary and proper in order to obtain any planning permissions and other permits and consents that may be required under the Planning Acts or any other statute for the time being in force to enable the Landlord to rebuild or reinstate the Buildings including the Property and will as soon as these permissions permits and consents have been obtained spend and lay out all monies received in respect of such insurance in rebuilding or reinstating the Buildings including the Property so destroyed or damaged
- 8.7 If pending the transfer of control of the Buildings Management Company to the Building Occupiers the Buildings Management Company shall fail to perform any of its obligations hereunder the Landlord may (and will on the request in writing of a majority of the tenants of the Buildings) perform such obligations **PROVIDED ALWAYS** that in the event of the Landlord (whether pursuant to a request from the Tenant or otherwise) performing the obligations of the Buildings Management Company the Landlord shall have all the rights and powers of the Buildings Management Company hereunder and the Landlord may by fourteen days notice in writing direct the Tenant to pay the Buildings Service Charge and the advance contribution and any other sum payable to the Buildings Management Company under this Lease to the Landlord **PROVIDED ALWAYS** that the Landlord shall have no liability in respect of any monies which may be paid to the Buildings Management Company by the Tenant
- 8.8 If pending the transfer of control of the Estate Management Company to the Estate Occupiers the Estate Management Company shall fail to perform any of its obligations hereunder the Landlord may (and will on the request in writing of a majority of the tenants of the Estate) perform such obligations **PROVIDED ALWAYS** that in the event of the Landlord (whether pursuant to a request from the Tenant or otherwise) performing the obligations of the Estate Management Company the Landlord shall have all the rights and powers of the Estate Management Company hereunder and the Landlord may by fourteen days notice in writing direct the Tenant to pay the Estate Service Charge and the advance contribution and any other sum payable to the Estate Management Company under this Lease to the Landlord **PROVIDED ALWAYS** that the Landlord shall have no liability in respect of any monies which may be paid to the Estate Management Company by the Tenant

## 9 PROVISOS

Provided always and it is hereby agreed and declared as follows:-

- 9.1 That if the Rents or the Buildings Service Charge or the Estate Service Charge hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenant on the Tenant's part herein contained shall not be performed or observed then and in any such case the Landlord shall notify the mortgagee (if any) of the Tenant and give a reasonable period to respond but thereafter it shall be lawful for the Landlord or the Landlord's authorised agent or agents at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any prior breach of the Tenant's covenants herein contained **PROVIDED ALWAYS THAT** the Landlord will give to a mortgagee of the Tenant who has given notice of mortgage in accordance with the provisions of this Lease fifteen working days

notice of the intention to re-enter the Property and the reasonably opportunity to remedy the breach complained of

- 9.2 The Landlord grants this Lease with full title guarantee but the covenants set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act do not extend to any charge or encumbrance or other right that the Landlord does not know about
- 9.3 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit such act or thing to be done and to use all of the Tenant's reasonable endeavours to prevent such act or thing being done by a third party
- 9.4 Each of the covenants on the part of the Tenant contained herein shall remain in full force both at law and in equity notwithstanding that any person with the benefit thereof shall have waived or released temporarily or permanently revocably irrevocably a similar covenant or similar covenants in respect of any other adjoining or neighbouring premises belonging to the Landlord
- 9.5 That where the Landlord or the Tenant shall consist of two or more persons all covenants by the Landlord and/or the Tenant shall be deemed to be by such persons jointly and severally
- 9.6 Words importing the one gender include all other genders and the words importing the singular include the plural and vice versa
- 9.7 The operation of Section 62 of the Law of Property Act 1925 shall be excluded from this lease and the only rights granted to the Tenant shall be those expressly set out in this Lease and the Tenant shall not by virtue of this Lease or during the Term be deemed to have acquired or be entitled to any other easement from or over or affecting any other land or premises now or at any time hereafter belonging to the Landlord
- 9.8 The Perpetuity Period applicable hereto shall be eighty years from the commencement of the Term
- 9.9 The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 or any other statutory modification or re-enactment thereof for the time being in force shall apply to the giving and service of all notices and documents under or in connection with this Lease
- 9.10 If the rebuilding or reinstatement required under clause 8.6 shall prove to be impossible or impracticable then all insurance monies shall be divided between the Landlord and Tenant in proportion to the value of their respective interests in the Property at the time of the event giving rise to the payment of such monies and any dispute under this clause shall be referred to arbitration in accordance with the Arbitration Act 1996 or any relevant modification or re-enactment thereof
- 9.11 If in the reasonable opinion of the Landlord it should at any time become necessary or equitable to do so the Landlord may re-calculate the percentage of the Buildings Service Charge and/or the Estate Service Charge payable by the Tenant and any other Buildings Occupier or Estate Occupier as the case may be and from the date specified in any notice requiring such change served on the Tenant the Tenant shall pay at the revised percentage

## 10 RESTRICTIONS

- 10.1 The parties apply to the registrar for the entry of a restriction on the register of title to the Property in the following terms:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge to be registered without a certificate signed by Meridian South Management Limited or its conveyance so that the provisions of clause 3.11 of [*this Lease*] have been complied with"

- 10.2 The parties apply to the registrar for the entry of a restriction on the register of title to the Property in the following terms:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge to be registered without a certificate signed by Meridian South Block H Management Limited or its conveyance so that the provisions of clause 3.11 of [*this Lease*] have been complied with"

**IN WITNESS** whereof the Landlord the Buildings Management Company and the Estate Management Company have executed this deed and the Tenant has executed the counterpart the day and year first before written

### **THE FIRST SCHEDULE**

#### **The Property**

Plot 220 on the second floor shown edged red on the Plan including:-

1. the plaster and plasterboard and the paint and other decorative finishes applied to the interior of the external walls and internal load bearing walls (but no other parts of such walls)
2. the floor and ceiling finishes but nothing respectively below or above them (and for the avoidance of doubt excluding any airspace above)
3. the whole of the internal non-load-bearing walls the inner half severed medially of the non-load bearing walls dividing the Property from any other part of the Buildings
4. the doors and door frames and the windows and window frames (but not the exterior surfaces thereof)
5. all Service Media that exclusively serve the Property whether or not located therein
6. all additions and improvements to the Property

### **THE SECOND SCHEDULE**

#### **Rights Granted to the Tenant**

Full right and liberty for the Tenant and all persons authorised by him in common with others entitled to a like right (except for sub-paragraph 1.5) at all times and for all purposes connected with the use of the Property as a private dwelling:-

- 1.1 Of access to and from the Property on foot along the landings staircases and hallways in the Buildings and on foot over the footpaths within the Buildings Amenity Land and the Estate Amenity Land
- 1.2 Of the free and uninterrupted passage and running of air water soil gas electricity and telephone through the Service Media



- 1.3 In common with all other persons entitled to the like right to use the refuse store allocated to the Property for the purpose of depositing therein normal domestic rubbish (to be at all times suitably wrapped and sealed by the Tenant in the interests of hygiene)
- 1.4 To use the communal gardens within the Buildings for normal recreational purposes subject to any regulations made by the Buildings Management Company and Estate Management Company for the proper use thereof
- 1.5 A right to use such balconies patios and terraces (if any) as are adjacent to the Property and shown coloured yellow on the Plan and over which they enjoy exclusive access (or over which other persons have a right of way in case of emergency only) for peaceful recreational purposes
2. The right to subjacent and lateral support and to shelter and protection from all other parts of the Buildings
3. The right for the Tenant with or without employees workmen and others and with or without all necessary appliances and equipment at all reasonable times upon giving reasonable previous notice in writing (except in case of emergency) to enter into and upon other parts of the Buildings and upon any other part of the Estate if such access is necessary for:-
  - 3.1 repairing cleansing maintaining or renewing Service Media exclusively serving the Property or
  - 3.2 decorating cleaning repairing and maintaining and carrying out other building works to the Property pursuant to an obligation hereunder the person or persons exercising such rights causing as little disturbance as possible and making good any damage caused

#### **Right Granted to the Buildings Management Company**

The right for the Buildings Management Company and its respective surveyors or agents with or without workmen and appliances at all times access to the Common Parts and the Buildings Amenity Land for the purpose of carrying out the Building Services provided such works are carried out with as little inconvenience and nuisance to the Tenant as reasonably practicable

#### **Right Granted to the Estate Management Company**

The right for the Estate Management Company and its respective surveyors or agents with or without workmen and appliances at all times access to the Estate Amenity Land for the purpose of carrying out the Estate Services provided such works are carried out with as little inconvenience and nuisance to the Tenant as reasonably practicable

### **THE THIRD SCHEDULE**

#### **Rights Excepted and Reserved**

1. The right for the Landlord and the Buildings Management Company with or without employees workmen and others and with or without all necessary appliances and equipment and at all reasonable times upon giving previous reasonable notice in writing (except in the case of emergency) to enter into and upon the Property or any part or parts thereof:-
  - 1.1 in order to view and examine the state and condition and/or the actual user thereof and of any adjoining property and to take particulars of Landlord's fixtures and fittings and all additions therein or improvements thereto

- 1.2 in order to execute any works of renewal cleansing alteration or repair to the Property of which notice shall have been given to the Tenant under clause 4.4 hereof or to any other part of the Buildings or to any Service Media belonging to or used in connection with the same
- 1.3 in order to comply with any requirement lawfully made of the Landlord under the Planning Acts or any other statute by any competent authority
- 1.4 in order to execute any works necessary for the construction and maintenance of any Buildings Service Media boundary structures or other facility to ensure the proper completion of the Estate notwithstanding that any action reasonably necessary for such compliance interferes with the Tenant's use and enjoyment of the Property but so that the person or persons exercising such rights in each case shall cause as little disturbance as possible and make good any damage caused
2. The right for the tenants and occupiers of any other apartments in the Buildings with or without employees workmen and others and with or without all necessary appliances and equipment at all reasonable times upon giving reasonable previous notice in writing to the Tenant (except in case of emergency) to enter into and upon the Property and each and every part thereof for the purposes of inspecting the state of repair and condition of any other part or parts of the Buildings the repair and maintenance of which is the responsibility of such tenant tenants or occupier and of redecorating repairing maintaining renewing and replacing the same the person or persons exercising such rights in either case causing as little disturbance as possible and making good any damage caused to the reasonable satisfaction of the Tenant
3. The right of the Landlord and its successors in title to all parts of the Estate to whom such right may be granted
  - 3.1 to use all Service Media now or hereafter to be made or laid within the Perpetuity Period under in or over the Property (but excluding such service media which exclusively serve the Property) or any part thereof and also the free passage and running of air water and soil gas electricity and telephone to and from all other parts of the Estate whether now or hereafter owned by the Landlord with power at any time upon giving reasonable notice to enter upon the Property to lay connect upon and make repair renew cleanse and maintain any Service Media so that the person or persons entering shall make good all damage thereby occasioned
  - 3.2 the right to subjacent and lateral support and to shelter and protection from the Property and each and every part thereof for all other parts of the Buildings
4. All rights of light or air or other easements which would in any way restrict or interfere with the free use of any adjoining or neighbouring land of the Landlord for building or any other purpose
5. All rights easements wayleaves and consents in favour of any statutory undertaker or supplier of water gas electricity telephone or television services that may within the period of five years after the date hereof be granted over the Estate or any part or parts thereof for the supply of such services to the Buildings or any part or parts thereof
6. The right consistent with the principles of good estate management to modify waive or release temporarily or permanently revocably or irrevocably any covenants contained in this Lease by the Tenant or similar covenants in respect of any other adjoining or neighbouring premises belonging to the Landlord

7. The right to modify the layout of the plots within the Estate and the roadways and paths giving access to the plots in such manner as the Landlord shall think fit subject to the Tenant still being able to exercise the right granted by paragraph 1.1 of the Second Schedule and subject to such modification not causing the Tenant to suffer any material loss or enjoyment of the Tenant's use of the Property and not causing any material diminution in the value of the Property

#### **THE FOURTH SCHEDULE**

##### **Services to be provided and obligations to be discharged by the Buildings Management Company**

1. To maintain renew replace and keep in good and substantial repair and condition (save in so far as damage has been caused by a risk against which the Landlord is liable to insure and insurance monies are irrecoverable by any act or default of the Tenant) the Common Parts including but without prejudice to the generality of the foregoing provisions:-
  - 1.1 the main structure of the Buildings including the foundations roof and load-bearing walls thereof together with the gutters and rainwater pipes thereof
  - 1.2 all Service Media and any fire alarms fire fighting equipment and security systems within the Estate used or intended to be used in common by the owners or occupiers of the apartments in the Buildings
  - 1.3 the main entrance passages landings staircases and all other parts of the Buildings enjoyed or used in common by the owner or occupiers of the apartments in the Buildings
  - 1.4 any refuse stores enjoyed or used in common by the owner or occupiers of the apartments in the Buildings
2. To tend repair and maintain the Buildings Amenity Land which shall include:-
  - 2.1 The regular cutting of any grass tending and maintaining of the landscaped areas any replacement of shrub planting when necessary
  - 2.2 The repair and replacement from time to time and wherever necessary of the surface of the Buildings Access Road and any kerbs or footpaths surrounding the same and the parking spaces within the Amenity Land
  - 2.3 The repair and replacement from time to time and whenever necessary of any fences and structures forming the boundaries of the Buildings Amenity Land
  - 2.4 The repair and replacement from time to time and whenever necessary of the security gates and systems (if any) giving access to the Buildings Amenity Land
  - 2.5 The repair and replacement from time to time and wherever necessary of the pipes wires cables standpipes and all other types of Service Media and related apparatus for the supply of gas electricity water and other services to the Buildings Amenity Land
  - 2.6 Such lighting of the Buildings Amenity Land as the Buildings Management Company shall think fit
  - 2.7 Such security patrols for the Buildings Amenity Land as the Buildings Management Company may think fit

- 2.8 Insuring the Buildings Amenity Land against such risks as the Buildings Management Company or the Landlord may require including public liability
- 2.9 Such other services or functions as the Buildings Management Company shall think fit for the upkeep and enhancement of the Buildings Amenity Land or for the benefit of the Buildings
3. To contribute from time to time an appropriate share of the cost of the repair maintenance renewal or replacement of any party walls or other facilities used in common by the tenants of the Buildings and the owners or occupiers of any adjoining or neighbouring property
4. At all times to keep properly cultivated and in good order the gardens (if any) comprised in the Common Parts not being part of the Buildings Amenity Land
5. So far as practicable to keep clean and reasonably well lighted the main entrances forecourt passages landings and staircases of the Buildings and to maintain any entry phone system at the entrances to the Buildings
6. To comply with all orders notices regulations or requirements of any competent authority pursuant to statute requiring any alteration addition modification or other work in respect of the Common Parts
7. To pay all charges assessments and outgoings for rates water electricity and other services payable in respect of any parts of the Buildings not let or intended to be let to a tenant (or where appropriate a due proportion thereof where the same shall also relate to any part or parts of the Estate let or intended to be let to a tenant)
8. So often as the Buildings Management Company shall reasonably deem practicable and reasonably necessary:-
  - 8.1 to paint or otherwise decorate the exterior of the Buildings and the main entrance passages landings staircases and all other parts of the Buildings used or enjoyed by in common by the owners or occupiers of the Buildings in the manner in which the same are at the date hereof decorated or as reasonably near thereto as circumstances shall from time to time permit
  - 8.2 to clean the surfaces of the windows of the Common Parts
9. To obtain all valuations necessary from time to time in respect of the Buildings to enable the Landlord to effect insurance pursuant to clause 8.5 of the Lease
10. To pay to the Landlord on demand (to be made not more than one month prior to the annual renewal date) the cost of effecting insurance pursuant to clause 8.5 of this Lease
11. Whenever reasonably required by the Tenant to produce to the Tenant details of insurance cover effected by the Landlord pursuant to clause 8.5 of this Lease
12. To provide such other services and discharge such other obligations or functions as the Buildings Management Company shall reasonably from time to time consider necessary or expedient for the use and occupation of the apartments in the Buildings
13. To keep full accounts and records of all sums expended in connection with the matters set out in this part of this Schedule and to prepare and serve upon the tenants of all the apartments in the Buildings from time to time the Certificate and such other documents as are required to be served by the Buildings Management Company on the Tenant

14. To comply with any statutory requirements in relation to the continued incorporation of the Buildings Management Company under the Companies Act 1985 or any statutory re-enactment or replacement thereof
15. To provide an account not less than once in every twelve months showing the amount expended by the Buildings Management Company and the performance of its obligations thereunder during the previous twelve months (or if less, since the date of the account last produced) and to credit the Tenant with any overpayment made
16. To take reasonable steps to enforce a proper contribution to the Buildings Management Company's expenses by all persons required to contribute
17. To borrow from time to time such sum or sums and upon such terms (including all such terms relating to the payment of interest) as the Buildings Management Company shall reasonably deem necessary in order to provide the services and to discharge the obligations set out in this part of this Schedule and to pay all such interest from time to time as and when the same shall become due and payable
18. To take reasonable steps to enforce a proper contribution to the Buildings Management Company's expenses by all persons required to contribute
19. Such other services or functions as the Buildings Management Company shall think fit for the upkeep and enhancement of the Buildings

**PROVIDED ALWAYS** that the Buildings Management Company so far as is permitted by law shall be entitled to delegate such obligations or employ such contractors or as it thinks fit for the proper performance of the covenants contained in this Schedule and discharge all proper fees and expenses payable to such contractors or agents **PROVIDED FURTHER** the expenditure and outgoings properly incurred by the Buildings Management Company (and included in the Buildings Service Charge) in any financial year shall include:-

- (a) The cost of any managing agents employed to carry out the functions of the Buildings Management Company in respect of this Schedule
- (b) Provision for such anticipated future expenditure of a periodic or recurring nature in respect of this Schedule as the Buildings Management Company shall allocate to the financial year in question as being fair and reasonable in the circumstances
- (c) The cost of employing Auditors to audit the accounts of the Buildings Management Company and the managing agents in relation the Buildings Service Charge and/or to audit the Certificate or to carry out any other reasonable function of Auditors in connection therewith

#### **THE FIFTH SCHEDULE**

##### **Services to be provided and obligations to be discharged by the Estate Management Company**

1. To tend repair and maintain the Estate Amenity Land which shall include:-
  - 1.1 The regular cutting of any grass tending and maintaining of the landscaped areas and any replacement of shrub planting when necessary
  - 1.2 The maintenance repair and replacement from time to time and wherever necessary of the surface of the Estate Access Road and any kerbs or footpaths surrounding the same and the parking spaces within the Estate Amenity Land

- 1.3 The maintenance repair and replacement from time to time and whenever necessary of any fences and structures forming the boundaries of the Estate Amenity Land and
- 1.4 The maintenance repair and replacement from time to time and whenever necessary of the security gates and systems (if any) giving access to the Estate Amenity Land
- 1.5 The maintenance repair and replacement from time to time and wherever necessary of the pipes wires cables standpipes water meters and all other types of service media and related apparatus for the supply of gas electricity water and other services to the Estate Amenity Land
- 1.6 Such lighting of the Estate Amenity Land as the Estate Management Company shall think fit
- 1.7 Such security patrols of the Estate Amenity Land as the Estate Management Company may think fit
- 1.8 Such other services or functions as the Estate Management Company shall think fit for the upkeep and enhancement of the Estate
- 1.9 Insuring the Estate Amenity Land against such risks as the Estate Management Company or the Landlord may require including public liability
2. To comply with any statutory requirements in relation to the continued incorporation of the Estate Management Company under the Companies Act 1985 or any statutory re-enactment or replacement thereof
3. To provide an account not less than once in every twelve months showing the amount expended by the Estate Management Company and the performance of its obligations hereunder during the previous twelve months (or if less, since the date of the account last produced) and to credit the Tenant with any overpayment made
4. To use all reasonable endeavours to enforce a proper contribution to the Estate Management Company's expenses by all persons required to contribute
5. To borrow at no more than reasonable commercial rates from time to time such sum or sums and upon such terms as the Estate Management Company shall reasonably deem necessary in order to discharge the obligations set out in this part of this Schedule and to pay all such interest from time to time as and when the same shall become due and payable
6. To hold the Estate Service Charge towards the Estate Services

**PROVIDED ALWAYS** that the Estate Management Company so far as is permitted by law shall be entitled to delegate such obligations or employ such contractors or agents (including Auditors to audit accounts and/or the annual account above referred to and to carry out other functions of Auditors relevant to the provisions of this Schedule) as it thinks fit for the proper performance of the covenants contained in this Schedule and discharge all proper fees and expenses payable to such contractors or agents **PROVIDED FURTHER** the expenditure and outgoings properly incurred by the Estate Management Company (and included in the Estate Service Charge) in any financial year shall include:-

- (a) The cost of performing the covenants on the part of the Estate Management Company contained in this Schedule
- (b) The cost of any Managing Agents employed to carry out the functions of the Estate Management Company in respect of this Schedule

- (c) Provision for such anticipated future expenditure of a periodic or recurring nature in respect of this Schedule as the Estate Management Company shall in its sole discretion allocate to the financial year in question as being fair and reasonable in the circumstances and such monies if so demanded shall be paid into an interest bearing account in the joint names of the Estate Management Company and the Estate occupiers and such monies shall be applied solely to such future use detailed herein

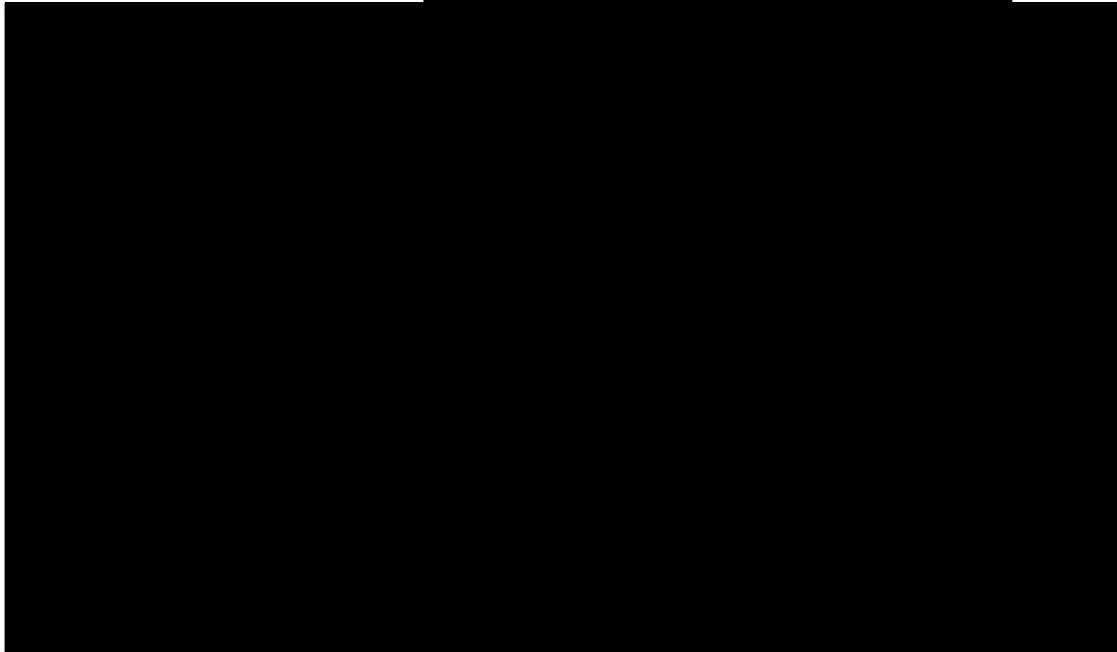
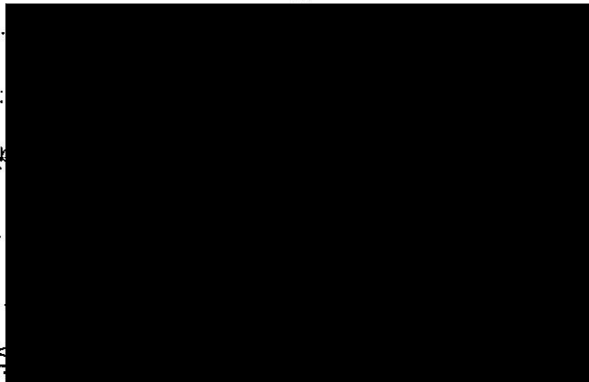


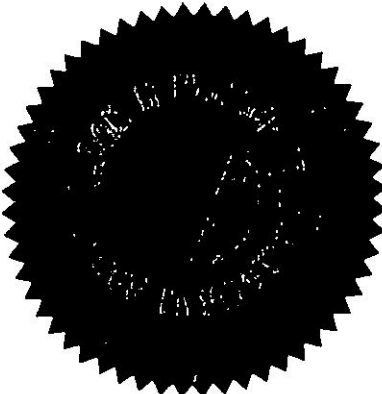
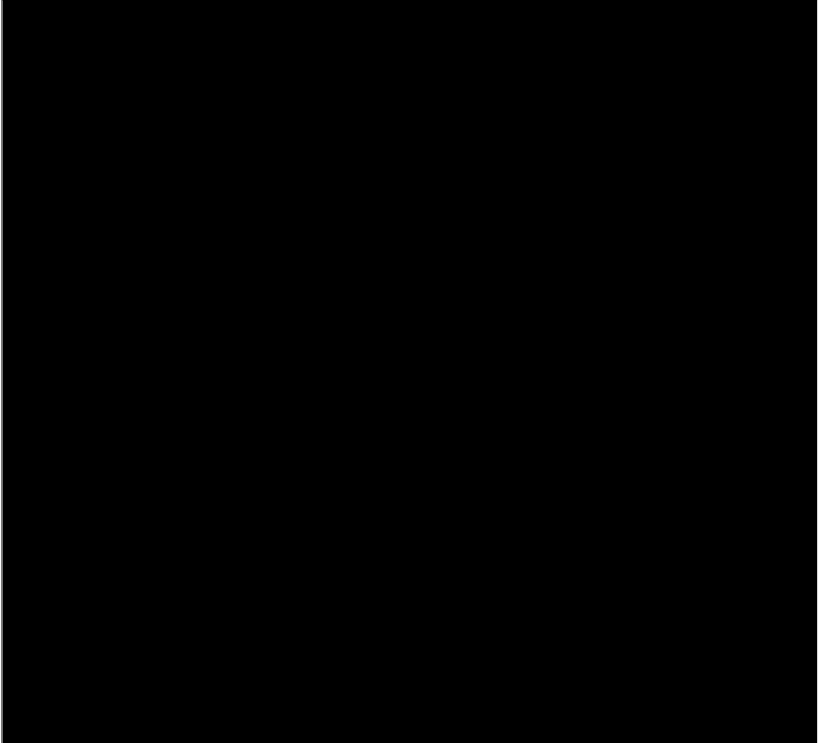
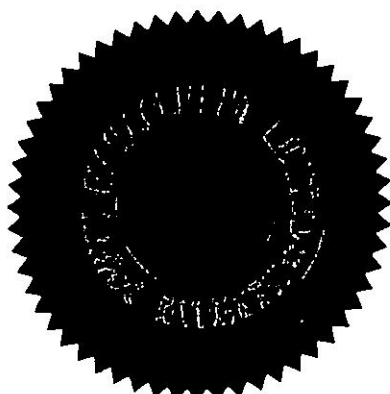
Signature of witness

Name (in BLOCK CAPITALS)

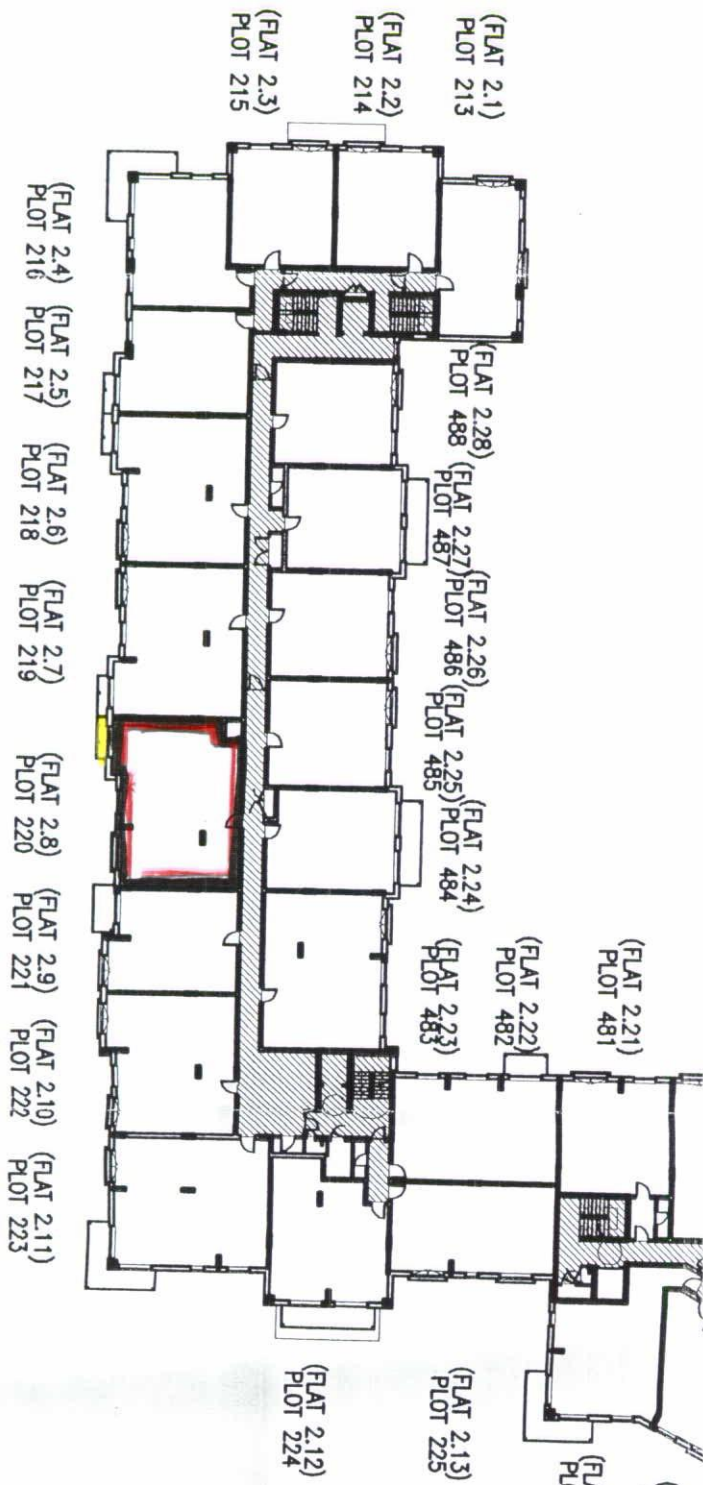
Address

Occupation

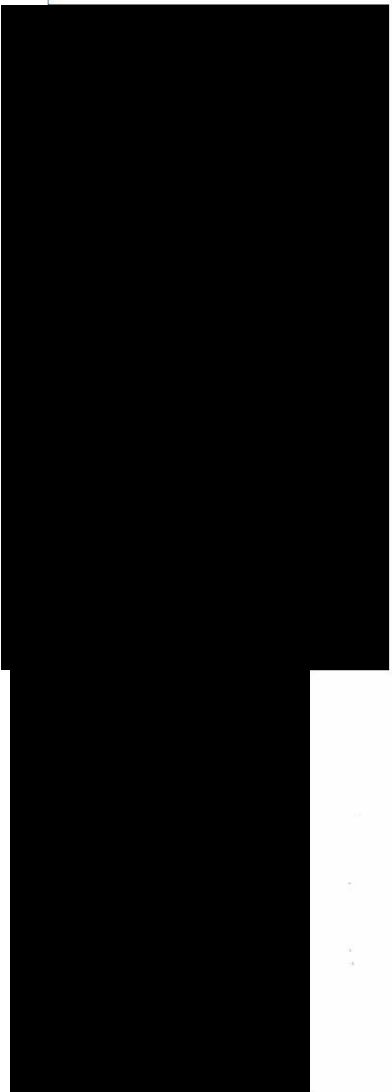








1 SECOND FLOOR CONVEYANCE PLAN  
 HT43/1500



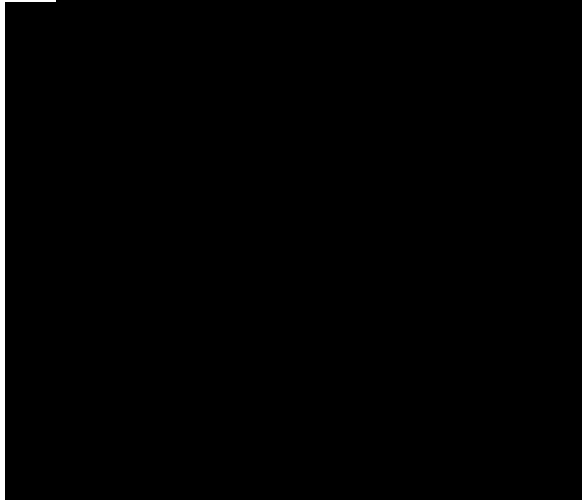
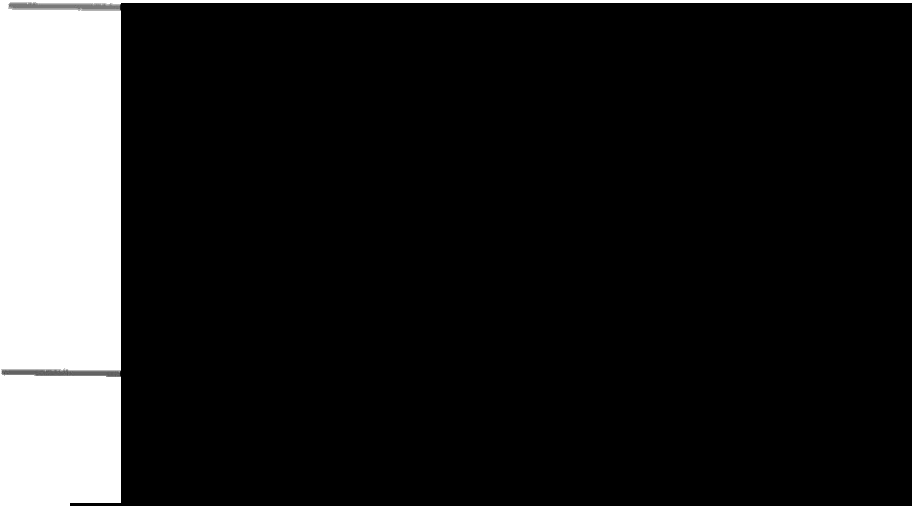
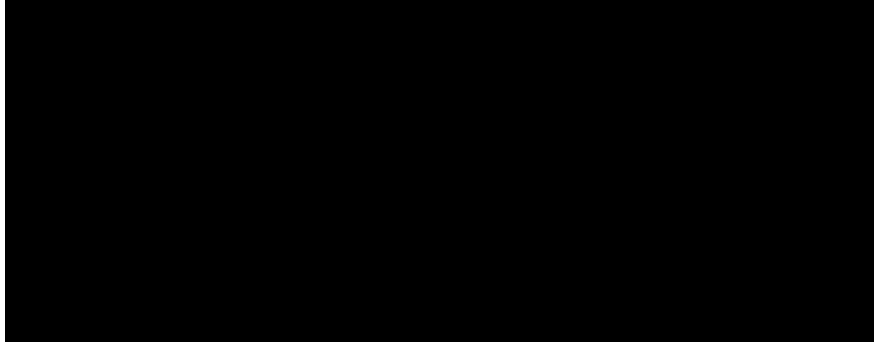
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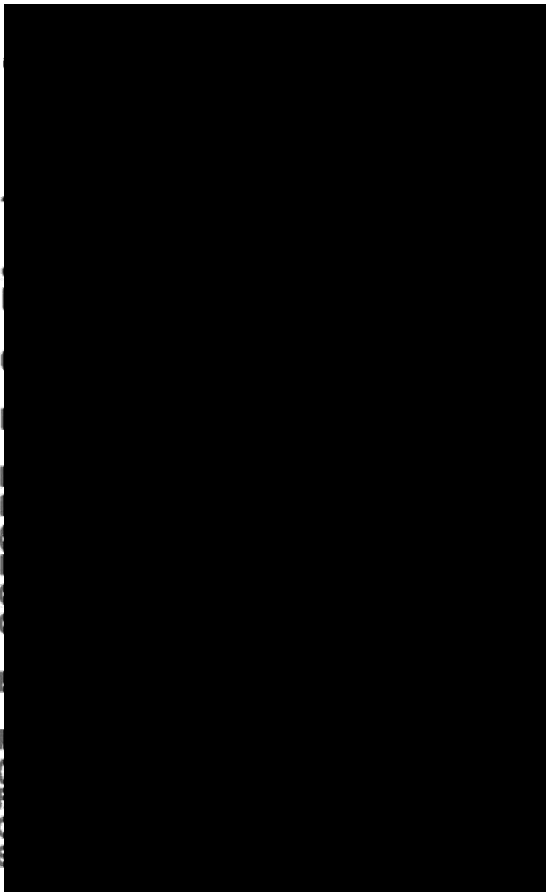


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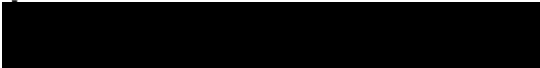
THE LAND REGISTRY  
LAND REGISTRATION ACT 2002

DATED 27<sup>th</sup> June 2007



LR1. Date of lease	27 June 2007
LR2. Title number(s)	
LR3. Parties to this lease	Landlord 
LR4. Property	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p><i>coloured blue</i></p> <p>The parking space edged <del>red</del> on the Plan including the upper surface of the area shown edged red (but nothing below such surface) and the airspace up to no more than 1.8 metres above such surface to be known as Parking Space 195 Blocks A &amp; B Meridian South Hither Green Lane Lewisham London</p>
LR5. Prescribed statements etc.	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration



	<i>Development Act 1993) of the Land Registration Rules 2003.</i> None
LR6. Term for which the Property is leased	The term is as follows: 
LR7. Premium	Nil
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None LR9.2 Tenant's covenant to (or offer to) surrender this lease None LR9.3 Landlord's contractual rights to acquire this lease None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	LR10.1 None
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property Schedule 1 LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Schedule 2
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	Clause 11.1 and 11.2
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable

**1 INTERPRETATION AND DEFINITIONS**

1.1 The expressions in the first column of this clause 1 have the respective meanings assigned to them in the second column

<b>Buildings</b>	Blocks A & B Meridian [REDACTED] on or within the Estate of which the Property forms part
<b>Buildings Access Road</b>	the communal private accessways footpaths and forecourts giving vehicular and/or pedestrian access to parts of the Buildings
<b>Buildings Amenity Land</b>	the Buildings Access Road and communal footpaths and flowerbeds and any other exterior parts of the Estate not intended to be separately sold or let and also the parking spaces if any (and in each case not included in the Buildings)
<b>Buildings Management Company</b>	the person specified as the buildings management company in LR3
<b>Buildings Service Charge</b>	a fair proportion of the expenditure incurred by the Buildings Management Company in performance of its obligations under Schedule 3
<b>Buildings Services</b>	the services set out in Schedule 3
<b>Common Parts</b>	all parts of the Buildings not intended to be included in the lease of any separate apartment including any Service Media used in common together with the accessways forecourts car parking areas footpaths gardens grounds refuse and other areas to the extent that the same are intended for the use of the owners and occupiers of the apartments and/or the parking spaces in the Buildings
<b>Estate</b>	the land comprised in the title number above mentioned being the buildings and gardens and grounds surrounding the same for use of the owners and occupiers thereof and any other nearby property in which the Landlord has or acquires during the Term a freehold or leasehold interest and which are capable of enjoying the services to be provided by the Buildings Management Company and Estate Management Company
<b>Estate Access Road</b>	the communal private accessways footpaths and forecourts giving vehicular and/or pedestrian access to parts of the Buildings Amenity Land
<b>Estate Amenity Land</b>	the Estate Access Road and communal footpaths and flowerbeds and any other exterior parts of the

	Estate not intended to be separately sold or let and also the parking spaces (and in each case not included in the Buildings Amenity Land)
<b>Estate Management Company</b>	the person specified as the estate management company in LR3
<b>Estate Service Charge</b>	a fair proportion of the expenditure incurred by the Estate Management Company in performance of its obligations under Schedule 4
<b>Estate Services</b>	the services set out in Schedule 4
<b>Interest</b>	interest at 4% above the base rate of Royal Bank of Scotland from the date on which any payment is due to the date of payment
<b>Landlord</b>	the person specified as the landlord in LR3
<b>Plan.</b>	the plan annexed hereto
<b>Planning Acts</b>	the Town & Country Planning Act 1990 Planning (Listed Buildings and Conservation Areas) Act 1990 Planning (Hazardous Substances) Act 1990 and Planning Consequential Provisions Act 1990 and includes statutory instruments made thereunder and any statutory re-enactment or modification for the time being in force
<b>Premium</b>	the Premium specified in LR7
<b>Principal Lease</b>	a lease of even date herewith relating to Plot 220 Block H Meridian South Hither Green Lane Lewisham made between the Landlord (1) the Tenant (2) Meridian South Block H Management Limited (3) and the Estate Management Company (4)
<b>Property</b>	the Property as described in LR4
<b>Rent</b>	For the first 25 years of the term £25.00 per annum For the next 25 years of the term £50.00 per annum For the next 25 years of the term £100.00 per annum For the next 25 years of the term £200.00 per annum For the remaining years of the term £400.00 per annum
<b>Service Media</b>	includes all pipes cables wires ducts drains sewers gutters and other conduits constructed in over or on the Estate for the supply and removal of air water soil gas electricity and telephone and any other services to and from the buildings on the Estate and shall include any equipment or apparatus installed for the purpose of such service or supply

**Tenant** the person specified as the tenant in LR3

**Term** the term specified in LR6

**2 DEMISE**

- 2.1 The Landlord demises the Property to the Tenant together with the Rights **EXCEPTING AND RESERVING** the rights set out in Schedule 2 hereto **TO HOLD** the same to the Tenant for the Term the Tenant yielding and paying the Rent to the Landlord (without any deduction except such as the Tenant is entitled to make by law to make notwithstanding any contract to the contrary) **SUBJECT TO** all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Property so far as the same are subsisting and capable of being enforced and affect the Property **YIELDING AND PAYING** therefor the Rent in advance without any deduction whatsoever on 25 March in each year (the first such payment being a proportionate sum being due on and from the date hereof until 24 March next) and by way of additional rent the Buildings Service Charge and the Estate Service Charge as herein provided

**3 COVENANTS**

- 3.1 The Tenant covenants with the Landlord and covenants separately with the Buildings Management Company and the Estate Management Company to perform and observe the obligations and stipulations imposed on the Tenant by this Lease
- 3.2 The Landlord (but not so as to bind itself in respect of breaches of covenants committed after it shall have parted with the reversion immediately expectant on the Term to the intent that the Landlord's covenants shall be personal to the person in whom the reversion immediately expectant upon this Lease is vested for the time being) covenants with the Tenant to perform and observe the obligations and stipulations imposed on the Landlord by this Lease

**4 TENANT'S COVENANTS I**

- 4.1 The Tenant must pay the Rent annually in advance the first payment being on the date of this Lease and thereafter on 25th March in each year
- 4.2 The Tenant must pay or procure the payment of all rates assessments duties charges impositions and outgoings that are charged assessed or imposed upon or in respect of the Property during the Term
- 4.3 To pay all expenses including solicitors' costs and surveyors' fees incurred by the Landlord incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under Sections 146 and 147 of that Act notwithstanding in any such case forfeiture is avoided otherwise than by relief granted by the Court
- 4.4 To comply with or as the case may be to observe and perform so far as the same may affect the Property all exceptions reservations covenants and conditions on the register of the Landlord's title and to keep the Landlord indemnified against all costs claims liabilities and demands arising from any breach or non observance thereof
- 4.5 To pay interest on any payment due under this Lease not paid within fourteen days of the due date and to pay VAT on any payments due hereunder where VAT is properly chargeable



- 4.6 To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:
- 4.6.1 any act omission or negligence of the Tenant or any persons using Property expressly or impliedly with the Tenant's authority and
  - 4.6.2 any breach or non observance by the Tenant of the covenants conditions or other provisions of this Lease
- 4.7 Not to assign or underlet part only of the Property
- 4.8 Not to underlet the whole of the Property without the consent of the Landlord not to be unreasonably withheld or delayed
- 4.9 Not to assign or transfer the whole of the Property except to a person to whom the Principal Lease is assigned or transferred and without contemporaneously with such assignment or transfer:
- 4.9.1 making payment to the Landlord and the Buildings Management Company and the Estate Management Company (as the case may be) of all rents (if any) and other sums which have fallen due under this Lease prior to the date of such assignment or transfer or underlease
  - 4.9.2 If the assignee or transferee is not resident in the United Kingdom of Great Britain and Northern Ireland or is a limited liability company not registered within such jurisdiction to provide an address for service within such jurisdiction
  - 4.9.3 procuring at the cost of the Tenant that the assignee enters into a separate deed of direct covenant with the Landlord the Buildings Management Company and the Estate Management Company to observe and perform the covenants and conditions contained in this Lease with a condition permitting re-entry in case of any breach of any of the said covenants or conditions
- 4.10 Upon any underletting to notify as soon as reasonably practicable the Buildings Management Company and the Estate Management Company (or any managing agents that may be appointed to act on behalf of the Buildings Management Company and the Estate Management Company) of the identity of the underlessee under such underlease and confirm to the Buildings Management Company and the Estate Management Company (or managing agents as appropriate) the address to which any future demands for all payments under the terms of this Lease should be sent and to pay such reasonable administration fee (plus VAT if applicable) that the Buildings Management Company and the Estate Management Company (or the managing agents as appropriate) may from time to time require
- 4.11 To permit the Landlord and the Buildings Management Company and their duly authorised surveyor and agents with or without workmen and others and all necessary appliances and equipment to enter into and upon the Property
- 4.11.1 in order to view and examine the state and condition and/or the actual user thereof and of any adjoining property and
  - 4.11.2 in order to execute any works of renewal cleansing alteration or repair to the Property and

4.11.3 In order to comply with any requirement lawfully made of the Landlord under the Planning Acts or any other statute by any competent authority

4.11.4 In order to execute any works necessary for the construction and maintenance of any buildings Service Media boundary structures or other facility to ensure the proper completion of the Estate notwithstanding that any action reasonably necessary for such compliance interferes with the Tenant's use and enjoyment of the Property but so that the person or persons exercising such rights in each case shall cause as little disturbance as possible and make good any damage caused

4.12 To produce for the purposes of registration to both the Landlord's solicitors and the Buildings Management Company's solicitors and the Estate Management Company's solicitors within one month after the document or instrument in question shall be executed or shall operate or take effect a certified copy of every transfer of this Lease and also every Charge Probate Letters of Administration Order of Court or other instrument effecting or evidencing a permitted devolution of the Tenant's title (excepting from this any tenancy granted in accordance with the preceding sub-clause) and to pay to each of the Landlord's solicitors and the Buildings Management Company's solicitors and the Estate Management Company's solicitors such reasonable fee as may from time to time be required in respect of the registration of each such document or instrument so produced

4.13 Not to unreasonably withhold consent to a request made by the Landlord under Section 8 of the Landlord & Tenant (Covenants) Act 1995 for a release from all or any of the Landlord's covenants of this Lease

4.14 At the expiration or sooner determination of the Term to peaceably surrender and yield up to the Landlord all and singular the Property

## 5 TENANT'S COVENANTS II

5.1 Not to use the Property otherwise than for the parking of a single motor vehicle or motor cycle which shall at all times be in regular use and not to allow the Property to be used by commercial vehicles and not to use or permit the use by any other person of any other parking spaces

5.2 The Tenant must not allow any persons not authorised by him to use the Property and must take all necessary steps to prevent trespass on the Estate and must use the Property so as not to cause any nuisance annoyance or disturbance to the Landlord or to the tenants or occupiers of the Estate or to the owners or occupiers of any adjoining or neighbouring land

5.3 To pay to the Estate Management Company on the date hereof a proportionate sum on account of Estate Service Charge to the next following 24 March or 28 September and thereafter on 25 March and 29 September in each year such sum as the Estate Management Company shall consider is fair and reasonable on account of the Estate Service Charge and forthwith on receipt of the Certificate (as hereinafter defined) to pay to the Estate Management Company any balance of the Estate Service Charge then found to be owing PROVIDED ALWAYS that any overdue Estate Service Charge may be recovered by the Landlord as if the same were rent in arrears

5.4 To pay to the Building Management Company on the date hereof a proportionate sum on account of Building Service Charge to the next following 24 March or 28 September and thereafter on 25 March and 29 September in each year such sum as the Building Management Company shall consider is fair and reasonable on account of the Building Service Charge and forthwith on receipt of the Certificate (as hereinafter defined) to pay to the Building Management Company any balance of the Building Service Charge then found to be

owing PROVIDED ALWAYS that any overdue Building Service Charge may be recovered by the Landlord as if the same were rent in arrears

- 5.5 Not to do any act or thing which may vitiate any insurance effected on the Estate or which may cause any increased premium to be payable in respect thereof
- 5.6 Not at any time to carry on or permit to be carried on upon the Property any trade or business whatsoever
- 5.7 Not to do or omit to do on or in the Property any act manner or thing which may be or become a nuisance or cause any annoyance damage or inconvenience to any owner or occupier of the Estate or any other adjoining or neighbouring property or which may lessen the value of such land or buildings
- 5.8 To comply at all times and in all respects with the provisions and requirements of the Planning Acts whether as to the permitted user of the Property or otherwise and fully to indemnify and keep the Landlord the Buildings Management Company and the owner or occupier of any other part of the Estate fully indemnified (both during or following the expiration of the Term) against all liabilities whatsoever including costs and expenses in respect of remedying or seeking to remedy any contravention
- 5.9 Not to leave any item or thing in or on any other part of the Estate and not to obstruct any accessways on the Estate
- 5.10 Not to bring into nor to keep or store in or on the Property any article substance or liquid of a inflammable or explosive nature (except petrol or diesel fuel in the tank of any motor vehicle lawfully parked on the Property)

## 6 VAT

The Tenant must pay and indemnify the Landlord against any VAT or tax of a similar nature that may be or become chargeable in respect of any payment made by the Tenant under this lease or made by the Landlord where the Tenant agrees under this lease to reimburse the Landlord for it

## 7 COVENANTS BY THE BUILDINGS MANAGEMENT COMPANY

The Buildings Management Company covenants with the Landlord and separately with the Tenant:

- 7.1 At the request of the Landlord to enforce or pursue in the name of the Landlord any of the Tenant's obligations in relation to the Buildings Service Charge and/or the Buildings herein contained
- 7.2 To provide and perform the Buildings Services PROVIDED ALWAYS that
  - 7.2.1 The Buildings Management Company may employ at the Buildings Management Company's discretion a firm of managing agents to manage the Buildings and the Buildings Amenity Land and discharge all proper fees salaries charges and expenses payable to such agents or such other person who may be managing the Buildings and/or the Buildings Amenity Land and the cost of computing and collecting the Rent and Buildings Service Charge but if the Buildings Management Company does not appoint such managing agents it shall be entitled to include all administration costs incurred as part of the costs of providing the Buildings Services

- a) Any interruption in any of the Buildings Services by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Buildings Management Company's control or by reason of mechanical or other defect or breaking down or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or in the reduction of the level of the Buildings Services or withdrawal of any of them if the Buildings Management Company considers it desirable to do so for the proper management of the Buildings and/or the Buildings Amenity Land or
- b) Any failure on the part of the Buildings Management Company to provide any of the Buildings Services or discharge any of its obligations hereunder unless and until the Tenant shall have notified the Buildings Management Company in writing of the facts giving rise to the failure and the Buildings Management Company shall thereafter have failed within a reasonable length of time to remedy the same and then in such a case the Buildings Management Company shall be liable to compensate the Tenant only for loss or damage sustained by the Tenant after such reasonable time has elapsed

7.3 As soon as practicable after the end of each financial year (as hereinafter defined) of the Buildings Management Company to furnish the Tenant with an account of the Buildings Service Charge payable for that year due credit being given for the advance contribution relevant to that year and amounts carried forward from previous financial years (if any) and to carry forward to the next financial year any amount which may have been overpaid by the Tenant as the case may require and the purpose of this clause:

7.3.1 The expression "the financial year" of the Buildings Management Company shall mean the period from 25 March to 24 March next following or such other annual period which the Buildings Management Company may in its sole discretion from time to time determine as being that in which the accounts of the Buildings Management Company either generally or relating to the Buildings shall be made out

7.3.2 The amount of the Buildings Service Charge shall be ascertained and certified annually by a certificate of the annual expenditure ("the Buildings Certificate") signed by the Buildings Management Company or the managing agents so soon after the end of the financial year of the Buildings Management Company as may be practicable and shall relate to such years in manner hereinafter mentioned

7.3.3 The Buildings Certificate shall contain a fair summary of the Buildings Management Company's expenditure and outgoings as incurred in the financial year of the Buildings Management Company and the Buildings Certificate shall be final and binding on the Tenant except in the case of manifest error

7.3.4 A copy of the Buildings Certificate of each such financial year shall be issued to the Tenant and the Tenant may by prior appointment with the Buildings Management Company within twenty eight days of the issue of the Buildings Certificate inspect the vouchers and receipts in respect of the expenditure and outgoings for the financial year

7.3.5

## 8 COVENANTS BY THE ESTATE MANAGEMENT COMPANY

The Estate Management Company covenants with the Landlord and separately with the Tenant:

- 8.1 At the request of the Landlord to enforce or pursue in the name of the Landlord any of the Tenant's obligations in relation to the Estate Service Charge and the Estate herein contained
- 8.2 To provide and perform the Services PROVIDED ALWAYS that:
- 8.2.1 The Estate Management Company may employ at the Estate Management Company's discretion a firm of managing agents to manage the Estate and discharge all proper fees salaries charges and expenses payable to such agents or such other person who may be managing the Estate and the cost of computing Estate Service Charge but if the Estate Management Company does not appoint such managing agents it shall be entitled to include all administration costs incurred as part of the costs of providing the Estate Services
- 8.2.2 The Estate Management Company shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of:
- a) Any interruption in any of the Estate Services by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Estate Management Company's control or by reason of mechanical or other defect or breaking down or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or in the reduction of the level of the Estate Services or withdrawal of any of them if the Estate Management Company considers it desirable to do so for the proper management of the estate or
- b) Any failure on the part of the Estate Management Company to provide any of the Estate Services or discharge any of its obligations hereunder unless and until the Tenant shall have notified the Estate Management Company in writing of the facts giving rise to the failure and the Estate Management Company shall thereafter have failed within a reasonable length of time to remedy the same and then in such a case the Estate Management Company shall be liable to compensate the Tenant only for loss or damage sustained by the Tenant after such reasonable time has elapsed
- 8.3 As soon as practicable after the end of each financial year (as hereinafter defined) of the Estate Management Company to furnish the Tenant with an account of the Estate Service Charge payable for that year due credit being given for the advance contribution relevant to that year and amounts carried forward from previous financial years (if any) and to carry forward to the next financial year any amount which may have been overpaid by the Tenant as the case may require and for the purpose of this clause:
- 8.3.1 The expression "the financial year" of the Estate Management Company shall mean the period from 25 March to 24 March next following or such other annual period which the Estate Management Company may in its sole discretion from time to time determine as being that in which the accounts of the Estate Management Company either generally or relating to the Estate shall be made out
- 8.3.2 The amount of the estate Service Charge shall be ascertained and certified annually by a certificate of the annual expenditure ("the Estate Certificate") signed by the Estate Management Company or the managing agents so soon after the end of the financial year of the Estate Management Company as may be practicable and shall relate to such years in manner hereinafter mentioned

8.3.3 The Estate Certificate shall contain a fair summary of the Estate Management Company's expenditure and outgoings as incurred in the financial year of the Estate Management Company and the Estate Certificate shall be final and binding on the Tenant except in the case of manifest error

8.3.4 A copy of the Estate Certificate of each such financial year shall be issued to the Tenant and the Tenant may by prior appointment with the Estate Management Company within twenty eight days of the issue of the Estate Certificate inspect the vouchers and receipts in respect of the expenditure and outgoings for the financial year

## 9 QUIET ENJOYMENT

If the Tenant pays the Rent and performs and observes the covenants on his part contained in this Lease the Landlord must allow him peaceably to hold and enjoy the Property without any interruption by the Landlord or any person rightfully claiming under or in trust for him

## 10 PROVISOS

Provided always and it is hereby agreed and declared as follows:

- 10.1 If the Rent or the Buildings Service Charge or the Estate Service Charge hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenant on the Tenant's part herein contained shall not be performed or observed then and in any such case it shall be lawful for the Landlord or the Landlord's authorised agent or agents at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any prior breach of the Tenant's covenants herein contained **PROVIDED ALWAYS THAT** the Landlord will give to a mortgagee of the Tenant who has given notice of mortgage in accordance with the provisions of this Lease fifteen working days notice of the intention to re-enter the Property and the reasonably opportunity to remedy the breach complained of
- 10.2 The Landlord's covenants set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act do not extend to any charge or incumbrance or other right that the Landlord does not know about
- 10.3 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit such act or thing to be done and to use the Tenant's best endeavours to prevent such act or thing being done by a third party
- 10.4 Each of the covenants on the part of the Tenant contained herein shall remain in full force both at law and in equity notwithstanding that any person with the benefit thereof shall have waived or released temporarily or permanently revocably or irrevocably a similar covenant or similar covenants in respect of any other adjoining or neighbouring premises belonging to the Landlord
- 10.5 Where the Landlord or the Tenant shall consist of two or more persons all covenants by the Landlord and/or the Tenant shall be deemed to be by such persons jointly and severally
- 10.6 Words importing the one gender include all other genders and the words importing the singular include the plural and vice versa
- 10.7 The operation of Section 62 of the Law of Property Act 1925 shall be excluded from this Lease and the only rights granted to the Tenant shall be those expressly set out in this Lease

and the Tenant shall not by virtue of this Lease or during the Term be deemed to have acquired or be entitled to any other easement from or over or affecting any other land or premises now or at any time hereafter belonging to the Landlord

- 10.8 The Perpetuity Period applicable hereto shall be eighty years from the commencement of the Term
- 10.9 The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 or any other statutory modification or re-enactment thereof for the time being in force shall apply to the giving and service of all notices and documents under or in connection with this Lease If in the reasonable opinion of the Landlord it should at any time become necessary or equitable to do so the Landlord may re-calculate the percentage of the Service Charge payable by the Tenant and any other property on the Estate and from the date specified in any notice requiring such change served on the Tenant the Tenant shall pay the revised percentage which shall be substituted for the percentage previously notified to the Tenant
- 10.10 None of the provisions of this Lease are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Lease

## 11 RESTRICTIONS

- 11.1 The parties apply to the registrar for the entry of a restriction on the register of title to the Property in the following terms:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge to be registered without a certificate signed by Meridian South Management Limited or its conveyance so that the provisions of clause 4.8 and 4.9 of [this Lease] have been complied with"

- 11.2 The parties apply to the registrar for the entry of a restriction on the register of title to the Property in the following terms:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge to be registered without a certificate signed by Meridian South Blocks A & B Management Limited or its conveyance so that the provisions of clause 4.9 and 4.8 of [this Lease] have been complied with"

IN WITNESS whereof the Landlord the Buildings Management Company and the Estate Management Company have executed this deed and the Tenant has executed the counterpart the day and year first before written

## SCHEDULE 1

### The Rights

- 1 Of access to and from the Property on foot over the footpaths within the Buildings Amenity Land and the Estate Amenity Land or with vehicles to and from the public highway over and along the Buildings Access Road and the Estate Access Road
- 2 The right of support and protection for the benefit of the Property that is now enjoyed from all other parts of the Estate

### **Right Granted to the Buildings Management Company**

The right for the Buildings Management Company and its respective surveyors or agents with or without workmen and appliances at all times access to the Common Parts and the Buildings Amenity Land for the purpose of carrying out its obligations under this Lease

### **Right Granted to the Estate Management Company**

The right for the Estate Management Company and its respective surveyors or agents with or without workmen and appliances at all times access to the Estate Amenity Land for the purpose of carrying out its obligations under this Lease

## **SCHEDULE 2**

### **Rights Excepted and Reserved**

1. The right for the Landlord and the Buildings Management Company with or without employees workmen and others and with or without all necessary appliances and equipment and at all reasonable times upon giving previous reasonable notice in writing (except in the case of emergency) to enter into and upon the Property or any part or parts thereof:
  - 1.1 in order to view and examine the state and condition and/or the actual user thereof and of any adjoining property
  - 1.2 in order to execute any works of renewal cleansing alteration or repair to the Property or to any other part of the Buildings or to any Service Media belonging to or used in connection with the same
  - 1.3 in order to comply with any requirement lawfully made of the Landlord under the Planning Acts or any other statute by any competent authority
  - 1.4 in order to execute any works necessary for the construction and maintenance of any Buildings Service Media boundary structures or other facility to ensure the proper completion of the Estate notwithstanding that any action reasonably necessary for such compliance interferes with the Tenant's use and enjoyment of the Property but so that the person or persons exercising such rights in each case shall cause as little disturbance as possible and make good any damage caused
2. The right for the tenants and occupiers of any other apartments in the Buildings with or without employees workmen and others and with or without all necessary appliances and equipment at all reasonable times upon giving reasonable previous notice in writing to the Tenant (except in case of emergency) to enter into and upon the Property and each and every part thereof for the purposes of inspecting the state of repair and condition of any other part or parts of the Buildings the repair and maintenance of which is the responsibility of such tenant tenants or occupier and of redecorating repairing maintaining renewing and replacing the same the person or persons exercising such rights in either case causing as little disturbance as possible and making good any damage caused
3. The right of the Landlord and its successors in title to all parts of the Estate to whom such right may be granted
  - 3.1 to use all Service Media now or hereafter to be made or laid within the Perpetuity Period under in or over the Property or any part thereof and also the free passage and running of air water and soil gas electricity and telephone to and from all other parts of the Estate whether now or hereafter owned by the Landlord with power at any time



upon giving reasonable notice to enter upon the Property to lay connect upon and make repair renew cleanse and maintain any Service Media so that the person or persons entering shall make good all damage thereby occasioned

- 3.2 the right to subjacent and lateral support and to shelter and protection from the Property and each and every part thereof for all other parts of the Buildings
- 4 All rights of light or air or other easements which would in any way restrict or interfere with the free use of any adjoining or neighbouring land of the Landlord for building or any other purpose
- 5 All rights easements wayleaves and consents in favour of any statutory undertaker or supplier of water gas electricity telephone or television services that may within the period of five years after the date hereof be granted over the Estate or any part or parts thereof for the supply of such services to the Buildings or any part or parts thereof
- 6 The right consistent with the principles of good estate management to modify waive or release temporarily or permanently revocably or irrevocably any covenants contained in this Lease by the Tenant or similar covenants in respect of any other adjoining or neighbouring premises belonging to the Landlord
- 7 The right to modify the layout of the plots within the Estate and the roadways and paths giving access to the plots in such manner as the Landlord shall think fit subject to the Tenant still being able to exercise the Right and subject to such modification not causing the Tenant to suffer any material loss or enjoyment of the Tenant's use of the Property and not causing any material diminution in the value of the Property

### SCHEDULE 3

#### Services provided and obligations discharged by the Buildings Management Company

- 1 To maintain renew replace and keep in good and substantial repair and condition (save in so far as damage has been caused by a risk against which the Landlord is liable to insure and insurance monies are irrecoverable by any act or default of the Tenant) the Common Parts including but without prejudice to the generality of the foregoing provisions:-
- 1.1 the main structure of the Buildings including the foundations roof and load-bearing walls thereof together with the gutters and rainwater pipes thereof
- 1.2 all Service Media and any fire alarms fire fighting equipment and security systems within the Estate used or intended to be used in common by the owners or occupiers of the apartments in the Buildings
- 1.3 the main entrance passages landings staircases and all other parts of the Buildings enjoyed or used in common by the owner or occupiers of the apartments in the Buildings
- 1.4 any refuse stores enjoyed or used in common by the owner or occupiers of the apartments in the Buildings
- 2 To tend repair and maintain the Buildings Amenity Land and the Property which shall include:-
- 2.1 The regular cutting of any grass tending and maintaining of the landscaped areas any replacement of shrub planting when necessary

- 2.2 The repair and replacement from time to time and wherever necessary of the surface of the Buildings Access Road and any kerbs or footpaths surrounding the same and the parking spaces within the Amenity Land
- 2.3 The repair and replacement from time to time and whenever necessary of any fences and structures forming the boundaries of the Buildings Amenity Land
- 2.4 The repair and replacement from time to time and whenever necessary of the security gates and systems (if any) giving access to the Buildings Amenity Land
- 2.5 The repair and replacement from time to time and wherever necessary of the pipes wires cables standpipes and all other types of Service Media and related apparatus for the supply of gas electricity water and other services to the Buildings Amenity Land
- 2.6 Such lighting of the Buildings Amenity Land as the Buildings Management Company shall think fit
- 2.7 Such security patrols for the Buildings Amenity Land as the Buildings Management Company may think fit
- 2.8 Insuring the Buildings Amenity Land against such risks as the Buildings Management Company or the Landlord may require including public liability
- 2.9 Such other services or functions as the Buildings Management Company shall think fit for the upkeep and enhancement of the Buildings Amenity Land or for the benefit of the Buildings
- 3 To contribute from time to time an appropriate share of the cost of the repair maintenance renewal or replacement of any party walls or other facilities used in common by the tenants of the Buildings and the owners or occupiers of any adjoining or neighbouring property
- 4 At all times to keep properly cultivated and in good order the gardens (if any) comprised in the Common Parts not being part of the Buildings Amenity Land
- 5 So far as practicable to keep clean and reasonably well lighted the main entrances forecourt passages landings and staircases of the Buildings and to maintain any entry phone system at the entrances to the Buildings
- 6 To comply with all orders notices regulations or requirements of any competent authority pursuant to statute requiring any alteration addition modification or other work in respect of the Common Parts
- 7 To pay all charges assessments and outgoings for rates water electricity and other services payable in respect of any parts of the Buildings not let or intended to be let to a tenant (or where appropriate a due proportion thereof where the same shall also relate to any part or parts of the Estate let or intended to be let to a tenant)
- 8 So often as the Buildings Management Company shall reasonably deem practicable and reasonably necessary:
  - 8.1 to paint or otherwise decorate the exterior of the Buildings and the main entrance passages landings staircases and all other parts of the Buildings used or enjoyed by in common by the owners or occupiers of the Buildings in the manner in which the

same are at the date hereof decorated or as reasonably near thereto as circumstances shall from time to time permit

8.2 to clean the surfaces of the windows of the Common Parts

- 9 To obtain all valuations necessary from time to time in respect of the Buildings to enable the Landlord to effect insurance in respect of the Buildings
- 10 To pay to the Landlord on demand (to be made not more than one month prior to the annual renewal date) the cost of effecting insurance in respect of the Buildings
- 11 Whenever reasonably required by the Tenant to produce to the Tenant details of insurance cover effected by the Landlord in respect of the Buildings
- 12 To provide such other services and discharge such other obligations or functions as the Buildings Management Company shall reasonably from time to time consider necessary or expedient for the use and occupation of the apartments in the Buildings
- 13 To keep full accounts and records of all sums expended in connection with the matters set out in this part of this Schedule and to prepare and serve upon the tenants of all the apartments in the Buildings from time to time the Certificate and such other documents as are required to be served by the Buildings Management Company on the Tenant
- 14 To comply with any statutory requirements in relation to the continued incorporation of the Buildings Management Company under the Companies Act 1985 or any statutory re-enactment or replacement thereof
- 15 To provide an account not less than once in every twelve months showing the amount expended by the Buildings Management Company and the performance of its obligations thereunder during the previous twelve months (or if less, since the date of the account last produced) and to credit the Tenant with any overpayment made
- 16 To take reasonable steps to enforce a proper contribution to the Buildings Management Company's expenses by all persons required to contribute
- 17 To borrow from time to time such sum or sums and upon such terms (including all such terms relating to the payment of interest) as the Buildings Management Company shall reasonably deem necessary in order to provide the services and to discharge the obligations set out in this part of this Schedule and to pay all such interest from time to time as and when the same shall become due and payable
- 18 To take reasonable steps to enforce a proper contribution to the Buildings Management Company's expenses by all persons required to contribute
- 19 Such other services or functions as the Buildings Management Company shall think fit for the upkeep and enhancement of the Buildings

PROVIDED ALWAYS that the Buildings Management Company so far as is permitted by law shall be entitled to delegate such obligations or employ such contractors or as it thinks fit for the proper performance of the covenants contained in this Schedule and discharge all proper fees and expenses payable to such contractors or agents PROVIDED FURTHER the expenditure and outgoings properly incurred by the Buildings Management Company (and included in the Buildings Service Charge) in any financial year shall include:-

- (a) The cost of any managing agents employed to carry out the functions of the Buildings Management Company in respect of this Schedule
- (b) Provision for such anticipated future expenditure of a periodic or recurring nature in respect of this Schedule as the Buildings Management Company shall allocate to the financial year in question as being fair and reasonable in the circumstances
- (c) The cost of employing Auditors to audit the accounts of the Buildings Management Company and the managing agents in relation the Buildings Service Charge and/or to audit the Certificate or to carry out any other reasonable function of Auditors in connection therewith

#### SCHEDULE 4

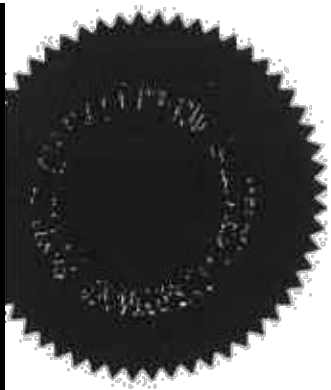
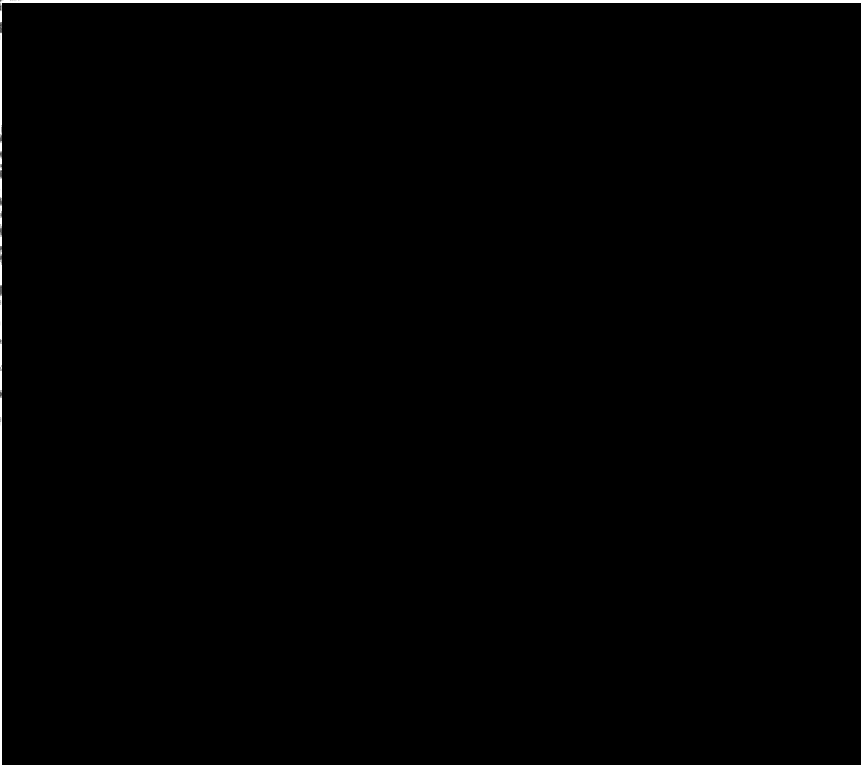
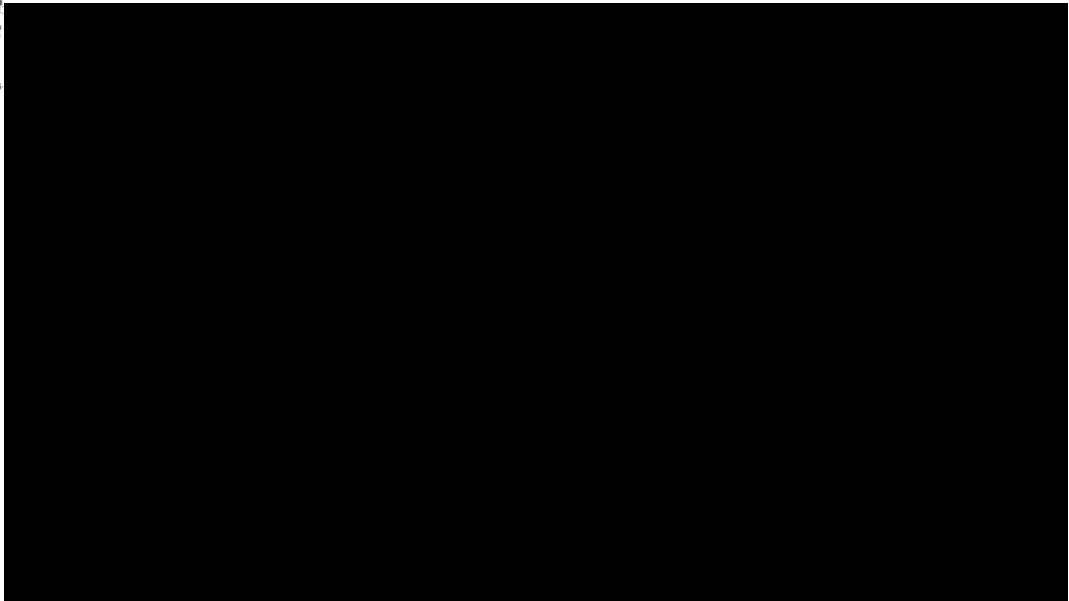
#### Services provided and obligations discharged by the Estate Management Company

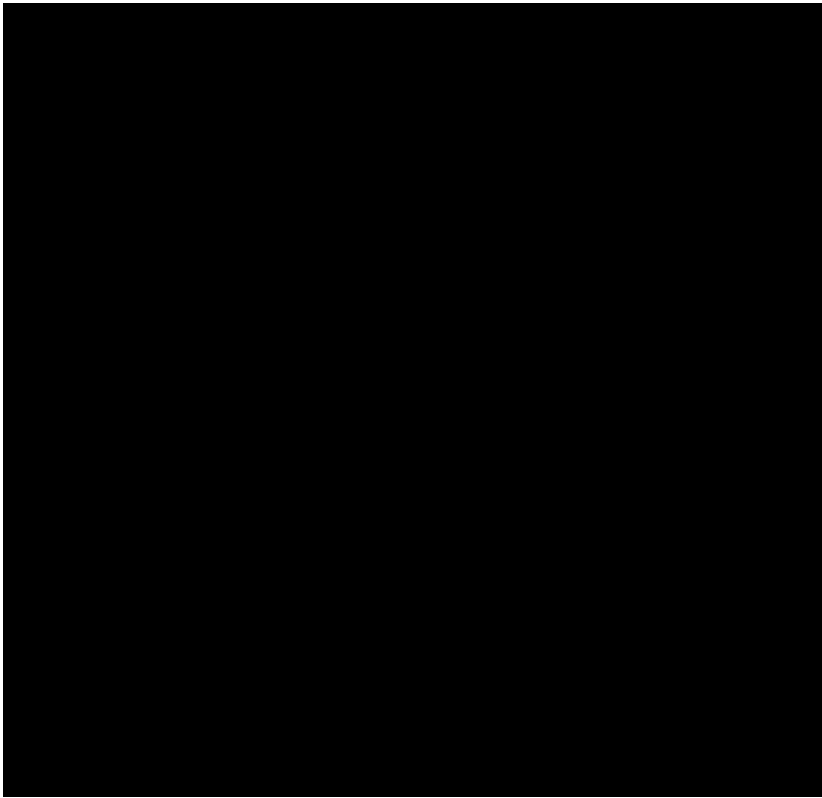
1. To tend repair and maintain the Estate Amenity Land which shall include:-
  - 1.1 The regular cutting of any grass tending and maintaining of the landscaped areas and any replacement of shrub planting when necessary
  - 1.2 The repair and replacement from time to time and wherever necessary of the surface of the Estate Access Road and any kerbs or footpaths surrounding the same and the parking spaces within the Estate Amenity Land
  - 1.3 The repair and replacement from time to time and whenever necessary of any fences and structures forming the boundaries of the Estate Amenity Land and
  - 1.4 The repair and replacement from time to time and whenever necessary of the security gates and systems (if any) giving access to the Estate Amenity Land
  - 1.5 The repair and replacement from time to time and wherever necessary of the pipes wires cables standpipes and all other types of service media and related apparatus for the supply of gas electricity water and other services to the Estate Amenity Land
  - 1.6 Such lighting of the Estate Amenity Land as the Estate Management Company shall think fit
  - 1.7 Such security patrols of the Estate Amenity Land as the Estate Management Company may think fit
  - 1.8 Such other services or functions as the Estate Management Company shall think fit for the upkeep and enhancement of the Estate
  - 1.9 Insuring the Estate Amenity Land against such risks as the Estate Management Company or the Landlord may require including public liability
2. To comply with any statutory requirements in relation to the continued incorporation of the Estate Management Company under the Companies Act 1985 or any statutory re-enactment or replacement thereof
3. To provide an account not less than once in every twelve months showing the amount expended by the Estate Management Company and the performance of its obligations hereunder during the previous twelve months (or if less, since the date of the account last produced) and to credit the Tenant with any overpayment made

4. To take reasonable steps to enforce a proper contribution to the Estate Management Company's expenses by all persons required to contribute
5. To borrow from time to time such sum or sums and upon such terms as the Estate Management Company shall reasonably deem necessary in order to discharge the obligations set out in this part of this Schedule and to pay all such interest from time to time as and when the same shall become due and payable

PROVIDED ALWAYS that the Estate Management Company so far as is permitted by law shall be entitled to delegate such obligations or employ such contractors or agents (including Auditors to audit accounts and/or the annual account above referred to and to carry out other functions of Auditors relevant to the provisions of this Schedule) as it thinks fit for the proper performance of the covenants contained in this Schedule and discharge all proper fees and expenses payable to such contractors or agents PROVIDED FURTHER the expenditure and outgoings properly incurred by the Estate Management Company (and included in the Estate Service Charge) in any financial year shall include:-

- (a) The cost of performing the covenants on the part of the Estate Management Company contained in this Schedule
- (b) The cost of any Managing Agents employed to carry out the functions of the Estate Management Company in respect of this Schedule
- (c) Provision for such anticipated future expenditure of a periodic or recurring nature in respect of this Schedule as the Estate Management Company shall in its sole discretion allocate to the financial year in question as being fair and reasonable in the circumstances









# **JOPSON V HOMEGUARD SERVICES LIMITED**

9GF0A9E  
IN THE OXFORD COUNTY COURT  
St Aldates,  
Oxford OX1 1TL  
Wednesday, 29 June 2016  
Before:  
HIS HONOUR JUDGE HARRIS QC  
LAURA JOPSON Appellant  
- v -  
HOMEGUARD SERVICES LIMITED Respondent

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MR J COUZENS (instructed by Parrott & Coales LLP, Aylesbury HP20 2RS) appeared for the Appellant.

MISS K FENWICK (instructed by Direct Access) appeared for the Respondent.

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Words: 2963 JUDGMENT  
Folios: 41 (*Approved*) 2 © Crown Copyright

Wednesday, 29 June 2016

JUDGMENT

JUDGE HARRIS:

1 This is an appeal from Deputy District Judge Wright's decision on 26 January 2016 to award the claimant £175.42 plus costs in respect of its claim for a sum of money said to be due for parking for a period of one minute outside Trevithick Court, Wolverton Park Road, Milton Keynes. The judgment was reached on consideration of written statements only, with no live evidence.

2 Miss Jopson is the owner of a leasehold flat on the third floor of the property. She purchased this flat in April 2015 from Places for People Homes Limited. It is located on a private estate. The lease which she bought included a right-of-way "with or without vehicles over the roadways within the estate". Wolverton Park Road was one of those roadways.

3 She had, indeed she said she owned, a place in an underground carpark below the building where her flat was located, but as she put it in her written statement:

"The spaces are very tight. Ingress is via a lift and staircase, but if one is carrying bulky or large items, this cannot be used, and so the residents and anyone delivering to the flats have to stop on Wolverton Park Road to load and unload."

4 On 12 June 2015 she wanted to unload some furniture and a desk. She said she could not do so via the underground park, because there was not enough room to get it out of the back, and she could not manage the egress up from

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the carpark. For this reason, she stopped to unload for a few moments outside the entrance to the building containing her flat.

5 The claimant relied principally upon a notice which it had put up in various places after it had been engaged by Places for People Homes Limited in March 2013, and upon letters sent to tenants at a time before the claimant acquired her flat.

6 The notice read as follows (although I will not read it all):

“Attention. Private land. Ticketing in operation 24 hours. CCTV ANPR in operation. This site is managed and operated by 14 Services. Parking at this location is permitted for vehicles fully displaying a valid permit within the front windscreen whilst parked wholly within the confines of the bay allocated to that permit. Vehicles displaying a valid Disabled Blue Badge within the front windscreen of the vehicle and parked fully within the confines of a marked Disabled Bay. If there are no Disabled Bays, Disabled Blue Badges are not accepted.

By parking or remaining at this site otherwise than in accordance with the above, you the driver are agreeing to the following contractual terms.

You agree to pay a parking charge of £100 within 28 days of issue. This is reduced to £60 if paid within 14 days...

...you park at your own risk to property and personal injury. Retrospective evidence of right to park will not be accepted.”

There then followed references to driver’s details being obtained from the DVLA. Then: “Additional parking charges will be imposed for each and any subsequent 24 hour period that the vehicle remains or if it returns at any time. All enquiries relating to parking in this area shall be directed to 14 Services.” 4 © Crown Copyright

There is then a telephone number. Then:

“14 Services is a trading name of Homeguard Services Limited.”

7 The notice makes no reference to any rights which the occupiers of premises on the estate may have had by virtue of their leases. The claimant was, however, aware of these leases. In a letter circulated to residents before 2 March 2015 (which was before the claimant bought her flat), and enclosing, it seems, a permit or permits, it wrote:

“We take this opportunity to refer you to your lease Schedule 11 points 24, 25 and 26.”

The reference was in fact wrong and was intended, it would seem, to be a reference to Schedule 6.

8 Paragraph 24 of that Schedule included an obligation:

“At all times to observe and perform all such variations and modifications of the regulations, and all such further and other regulations as the lessor may from time to time in its reasonable discretion think fit for the management, care and cleanliness of the estate and the comfort, safety and convenience of all its occupiers, details of which have been notified to the lessee.”

9 It was suggested that the controlled parking arrangement was within this description. However, the definitions section in the lease reads as follows:

“Regulations [mean] the regulations contained in Schedule 6 or such other regulations for the preservation of the amenities of the block or for the general convenience of the occupiers of the flats as the lessor shall notify to the lessee in writing from time to time, provided that, in the event of any inconsistency, the terms of the lease’s covenants in clause 4 of this lease shall prevail.” 5 © Crown Copyright

The lessor never mentioned to the appellant, in writing or otherwise, the parking charge arrangements, and this was not in dispute.

10 It follows from this that the respondent was unable to assert that qua the appellant there had been any due notification of a variation or modification of the lease regulations to authorise the imposition of the parking charge scheme. The scheme only came to the attention of appellant when she moved into her flat and found that the previous occupant had left behind a document which read, in part:

“This permit is only valid for the spaces stated on the permit itself. We do not accept notes of any kind in windows or retrospective evidence of right to park. This permit can be revoked at any time by 14 Services where we deem there is reasonable cause... It is the responsibility of the permit user to avail themselves of any and all parking signage in the area in which they park [a peculiarly ill composed provision] and parking otherwise than in accordance with the signage on site will result in a parking charge being issued.” There were other provisions too.

11 On the day in question, an employee of the respondent found the appellant’s car stopped outside the front door of the property with nobody in it. He appears to have photographed the car, waited only a minute, photographed it again and then departed.

12 The evidence of the appellant indicated, and was not contradicted by any other, that she was absent for a few minutes, carrying a desk and some other furniture up to her flat.

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13 When this was explained to the respondent after it had submitted a claim for money to her, it refused to rescind the charge. Furthermore, the respondent was not prepared to explain to the court why, in the circumstances, it would not withdraw its claim to this charge. The respondent's stance appeared wholly unreasonable, but this does not, of course, affect a disinterested analysis of the legal position.

14 The appellant's argument is that this is not a simple case of parking without permission on somebody else's property having seen a notice imposing financial conditions for doing so (as in the recent decision of the Supreme Court *ParkingEye v Beavis* [2015] 3 WLR 1373.

15 It was firstly argued on her behalf that she had a right-of-way to enable her to access the property, and that the right to stop for a few moments or minutes to put down passengers or unload awkward items was a necessary incident of this easement. The position was analogous to the right to unload which was the subject of *Bulstrode v Lambert* [1953] 2 All ER 728. The right of way in that case was:

“To pass and re-pass with or without vehicles...for the purposes of obtaining access to the building...known as the auction mart.”

Upjohn J said at 332:

“I am quite satisfied that on its true construction the plaintiff is entitled to bring on this yard...vehicles and to transport from those vehicles...furniture or other chattels...into the auction mart.”

He continued, having dealt with some geographical questions: 7 © Crown Copyright

“Is he entitled to halt on the yard while the vans...are unloading, an operation which takes a half-hour to an hour? If the right which the plaintiff has under the deed of covenant does not include that right, then the right-of-way is virtually useless to him... The whole object of the reservation is for the purpose of...obtaining access... The plaintiff can...bring goods in vehicles to his auction room. If he is entitled to do that, then he must of necessity be entitled to unload them... The right...may be described as ancillary to the easement, because without the right he cannot substantially enjoy that which has been reserved to him.”

16 This authority seems to me to be reasonably clear and a matter of common sense and apposite. The respondent did not argue that it was wrongly decided or has been overruled.

17 The respondent argued *inter alia* that it was not being suggested that the parking restrictions could or did override the lease, but they were “instituted in a manner compatible with the rights of the lease”. They were, it was suggested, a modification of the regulations. But Miss Fenwick frankly conceded that there was no appropriate notification – see paragraph 8.

18 It therefore seems to me clear that the respondent was not in any position unilaterally to override the right of access which the claimant had bought when she purchased the lease, and that right of access permitted short incidental stops for the purpose of access to her flat.

19 The appellant’s case could also be put in another way. The purported prohibition was upon “parking”, and it is possible to draw a real and sensible distinction between pausing for a few moments or minutes to enable

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passengers to alight or for awkward or heavy items to be unloaded, and parking in the sense of leaving a car for some significant duration of time.

20 Neither party was able to direct the court to any authority on the meaning of the word “park”. However, the Shorter Oxford Dictionary has the following: “To leave a vehicle in a carpark or other reserved space” and “To leave in a suitable place until required.” The concept of parking, as opposed to stopping, is that of leaving a car for some duration of time beyond that needed for getting in or out of it, loading or unloading it, and perhaps coping with some vicissitude of short duration, such as changing a wheel in the event of a puncture. Merely to stop a vehicle cannot be to park it; otherwise traffic jams would consist of lines of parked cars. Delivery vans, whether for post, newspapers, groceries, or anything else, would not be accommodated on an interpretation which included vehicles stopping for a few moment for these purposes. Discussion in this area left the respondent in obvious difficulties, from which the attractive advocacy of Miss Fenwick was unable to rescue it.

21 Whether a car is parked, or simply stopped, or left for a moment while unloading, or (to take an example discussed in argument) accompanying a frail person inside, must be a question of fact or degree. I think in the end this was agreed. A milkman leaving his float to carry bottles to the flat would not be “parked”. Nor would a postman delivering letters, a wine merchant delivering a case of wine, and nor, I am satisfied, a retailer’s van, or indeed the appellant, unloading an awkward piece of furniture. Any other approach would leave life in the block of flats close to unworkable, a consideration

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which those instructing Miss Fenwick seemed reluctant to accept. I am quite satisfied, and I find as a fact, that while the appellant's car had been stationary for more than a minute and without its driver for the same period (whatever precisely it was), while she carried in her desk, it was not "parked". Accordingly, for that reason too, the appellant was not liable to the charge stipulated in the respondent's notice.

22 The respondent at one stage sought to argue that it would not have charged the appellant if she had telephoned to explain what she wanted to do. She would then have been given permission. But the notice said nothing at all about exemption being granted on request, and the reference to "all enquiries relating to parking in this area should be directed to 14 Services" was insufficient, in my judgment, as an indication that there was indeed scope for periodic exemptions on request. The whole tenor of the sign was to the contrary, and the idea that a postman or a milkman would have to telephone for permission to pause outside each set of premises on the estate was manifestly quite unrealistic.

23 There was a further matter, not developed in argument. The appellant's statement indicated that she had in fact been given permission by the landlord's caretaker, but the district judge, though not explicitly finding that she did not, did not accept that she had either.

24 The district judge's judgment set out some of the background and indicated that the respondents were operating pursuant to an agreement with the head

landlords which authorised them to impose charges upon owners improperly parked, and the district judge observed that the appellant denied parking permanently outside her designated bay, but accepted that she did stop on occasion to load and unload. Her contention that she had a right-of-way pursuant to her lease was recorded and that she was contending that, in those circumstances, she was not parked illegally, as is suggested by the claimant.

25 The judgment continued as follows:

“The claimant, on the other hand, has produced a copy of an agreement with Places for People and a copy of a letter from Places for People...addressed to Mark Lancaster MP outlining the background which led to the claimant’s engagement. The letter not only confirms the engagement of the claimant, but refutes the suggestion by the defendant that parking in these restricted areas was an activity allowed by the landlord. The opposite seems to be clear. Places for People, following consultation with residents at a leaseholders meeting where parking issues were raised, agreed to engage the services of a parking control company to restrict parking in areas where there was no permit to park. This, it seems, presents irrefutable evidence of the landlord’s intentions not only to engage the claimant, but that the claimant was authorised to issue contravention notices and to continue to chase and collect non payment of charges... Whilst the defendant was not present at that leaseholders meeting (she had not yet acquired the interest in the lease), she would or should have been aware of their existence when she purchased the property. Once she became the owner of 99 Trevithick Court she was provided with a parking permit. Contrary to the defendant’s assertions, I am satisfied that the claimant was engaged by Places for People in line with the agreement under the terms and conditions as stated. I am further satisfied that the defendant knew of the restrictions on parking which were in place at the time that she purchased the property. She makes reference to having received a parking permit. I find that the defendant was mistaken in her understanding that the parking restriction did not apply to her because (a) she was not an unauthorised person, and (b) that the rights conferred by her lease referred to in her defence and witness statement allowed her to park for reasons of necessity outside her designated parking bay. That being the case, the Unfair Terms in Consumer Contracts 11

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Regulations, the Law of Property Act and the Law of Property (Miscellaneous Provisions) Act do not assist the claimant.”

The judgment went on:

“In relation to the charge itself of £100...the court does not find this charge to be unfair or unreasonable. The charge is not for a short overstay...the charge is for parking other than in accordance with the permitted terms.”

26 It will be apparent from that that a good deal of the attention of the district judge was devoted to the question whether or not the claimant was in fact authorised to do what it was purporting to do, but no reference was made to the conceded lack of notice – see paragraphs 8, 9 and 16 of this judgment – and there was no analysis of the existence and extent of the right to unload as an ancillary to the easement to pass or re-pass, nor was there any consideration of whether what the defendant was doing in fact constituted parking.

27 I am satisfied that the decision of the district judge was wrong.

28 In the circumstances, it is not necessary to deal with arguments about the Unfair Contract Terms, and the factual circumstances are quite different from those in *ParkingEye v Beavis* [2015] *supra*. *Inter alia*, in that case the agreed motorist was not exercising a right ancillary to a right of way, and clearly was parking.

29 The appeal will therefore be allowed.

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**Bulletin letter from**  
**lobby**



[REDACTED] Estate Parking

Further to our letter dated 22<sup>nd</sup> May, we write to advise of a new parking enforcement company, CPM.

There is now active patrols of [REDACTED] and the area by the Clock Tower. Do not park on double yellow lines or outside allocated spaces.

Apart from Tesco customer bays, all spaces in [REDACTED] are allocated to [REDACTED]. They have been marked as GRE and FIR accordingly. These spaces are for [REDACTED] if you currently park there and do not live in Greenwich or Firtree, please park in your allocated space, or you will get a ticket.

They will be patrolling the above ground parking to ensure only residents are parking on site.

In [REDACTED] cars should be parked parallel to the road, especially in the spaces down the center of the road. Do not park across them, or tickets will be issued.

In [REDACTED] cars currently park on the angle on the [REDACTED]. There is plenty of allocated parking for [REDACTED] and so please park parallel to the road so there is clear access down both sides of the road. [REDACTED] residents are not to park in this road as they should have a space in the underground car park.

In our original letter, we enclosed a permit. We sent them to flat owners, unless they live abroad, in which case, they were sent to the flat. Owners should have forwarded the permit to the resident. Please contact the undersigned immediately if you didn't receive the permit.

At the moment [REDACTED] will not be issued permits as there is no instruction to monitor parking in their underground car park. [REDACTED] are being issued with a view to active patrolling so please display permits.

Visitor parking is very limited on site; original plans had no allocation for visitor parking. The only spaces on site not allocated to a property are the spaces by the Clock Tower. These are primarily for contractors. However, spaces will be available on a first come first serve basis. Visitors must follow instructions on signage and register their vehicle with CPM. Visitors will be limited to a 24-hour period at any one time.

We hope that by clearly marking spaces and installing active parking enforcement we resolve any parking issues and keep the site parking for residents, contractors, genuine visitors and Tesco customers.

Please note all future dealings with parking permits; replacement permits, disputing tickets etc. is to be directly with CPM.

If you have any questions or problems, please do not hesitate to contact me. We look forward to hearing from you soon.

[REDACTED]