

SPECIMEN LEASE

RB Form 07
Issue No: 08
Date: 03/03/2009

DATED _____ 200

BLACKPOOL BOROUGH COUNCIL

and

LEASE

of Flat Number

Blackpool, Lancashire

Wjg/rtbLease

MARK LEWIS

Head of Legal and Democratic Services

Town Hall

Blackpool

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LR1	Date of Lease		
LR2	Title Number(s)	LR2.1	Landlord's title number
		LR2.2	Other title numbers
LR3	Parties to this Lease		<p>Landlord</p> <p>BLACKPOOL BOROUGH COUNCIL of P.O. BOX 11, Town Hall, Blackpool, FY1 1NB</p> <p>Tenant</p> <p>Other Parties</p>
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>Blackpool more particularly described in the Third Schedule hereto and edged red on Plan B</p>
LR5	Prescribed Statements etc.		<p>This Lease is made under, or by reference to, provisions of:</p> <p>Housing Act 1985</p>
LR6	Term for which the Property is leased		<p>The Term is as follows: 125 years from the</p>
LR7	Premium		£
LR8	Prohibitions or restrictions on disposing of this Lease		This Lease contains a provision that prohibits or restricts dispositions
LR9	Rights of Acquisition etc		None
LR10	Restrictive covenants given in this lease by the Landlord in respect of the land other than the Property		None
LR11	Easements		<p>LR11.1 Easements granted by this Lease for the benefit of the Property The Fourth Schedule</p>

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			LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property The Fifth Schedule
LR12	Estate rent charge burdening the Property		None
LR13	Application for standard form of restriction		
LR14	Declaration of trust where there is more than one person comprising the tenant		

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**H M LAND REGISTRY
LAND REGISTRATION ACTS 2002
HOUSING ACT 1985 AS AMENDED**

HOUSING (PRESERVATION OF RIGHT TO BUY) REGULATIONS 1993

County: Lancashire: Blackpool

Title No: LA

Property:

THIS LEASE is made the _____ day of _____ Two thousand and

BETWEEN BLACKPOOL BOROUGH COUNCIL of PO Box 11 Town Hall
Blackpool FY1 1NB (hereinafter called "the Council") of the one part and
_____ of

(hereinafter called "the Lessee") of the other part

WHEREAS in this Lease save as otherwise provided or unless the context otherwise
required:-

- (A) "the Council" includes the persons or body for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted
- (B) "the Lessee" includes two or more joint lessees their survivor or survivors and the successors in title and assigns of the Lessee
- (C) "the Owner" means the lessee for the time being of a flat demised for a term exceeding 21 years
- (D) "the Purchasing Lessee" means the person or persons named as 'the Lessee' but which expression shall not include the successors in title or assigns of the Lessee
- (E) the obligations of joint lessees shall be joint and several
- (F) words importing only the masculine gender shall include the feminine and the singular number shall include the plural

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- (G) references to any Act of Parliament Order Regulations or Direction shall be deemed to be references to that Act Order Regulation or Direction as from time to time amended extended or re-enacted
- (H) "the Property" means the property described in the First Schedule hereto
- (I) "the Regulations" mean the Housing (Preservation of Right to Buy) Regulations 1993
- (J) "the Reserved Property" means the property described in the Second Schedule hereto
- (K) "the Flats" means the flats forming part of the Property and "Flat" has a corresponding meaning
- (L) "the demised premises" means the premises described in the Third Schedule hereto
- (M) "the 1985 Act" means the Housing Act 1985
- (N) 'Plan 1' means the plan annexed to this Lease and marked 'Plan 1'
- (O) 'Plan 2' means the plan annexed to this Lease and marked 'Plan 2'

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of _____ pounds
(£ _____) now paid by the Lessee to the Council (receipt whereof the Council hereby acknowledges) and of the rents hereinafter reserved and of the Lessee's covenants hereinafter contained the Council **HEREBY DEMISES** unto the Lessee **ALL THAT** the demised premises **TOGETHER** with the rights and easements set out in the Fourth Schedule hereto **EXCEPT AND RESERVING** unto the Council as set out in the Fifth Schedule hereto **TO HOLD** the same (subject to the stipulations conditions and all other rights easements liberties and privileges to which the Property or the demised premises or any part thereof are now or may at any time during the continuance of the term hereby granted be subject) unto the Lessee for the term of One hundred and twenty five years from the _____ day of _____ Two thousand and _____ **YIELDING AND PAYING** therefore

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- 1.1 By way of rent during the term hereby granted the yearly sum of Ten Pounds (£10.00) payable yearly in advance on the first day of April in each year the first of such payments or a proportionate part thereof to be made on the execution hereof and
- 1.2 By way of further rent during the term hereby granted all monies due to the Council pursuant to the provisions of Clause 3 hereof

2. THE Lessee HEREBY COVENANTS with the Council throughout the term hereby granted:-

- 2.1 To observe and perform the covenants contained in the Sixth Schedule hereto
- 2.2 To comply with and observe the regulations from time to time made by the Council for the benefit of the Owners and any other occupiers of the Flats with regard to the use and enjoyment of the Property and in particular but without prejudice to the foregoing to comply with such regulations in force at the date hereof as set out in the Seventh Schedule hereto

3. THE Lessee HEREBY FURTHER COVENANTS with the Council that the Lessee will in each year of the term hereby granted:-

- 3.1 Pay to the Council such annual sum as shall be specified in a Notice served by the Council as representing the amount estimated reasonably by the Landlord (hereinafter called "the Estimated Amount") as being the amount reasonably required to cover the costs and expenses incurred or to be incurred by the Council in carrying out its obligations or functions set out in the Eighth Schedule hereto and improvements at the Property under the heads of charge specified in the said Notice such estimated amount(s) to be calculated in accordance with the Council's programme for Planned Maintenance and improvement of Council property as detailed in the aforesaid Notice and the Council also reserves the right to make a charge for unitemised works of repair for which it reasonably considers that costs may be incurred provided that the Council provides the Lessee with an estimate of the average annual amount (at current prices) which it considers is likely to be

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payable by the Lessee **PROVIDED THAT** the liability of the Purchasing Lessee under this sub-clause (3.1) shall be limited having regard to the provisions of Paragraph 16(B) set out in Part III of Schedule 6 of the 1985 Act as amended

- 3.2 The Estimated Amount shall be payable by two instalments in advance on the days for payment of rent hereunder the first payment being a proportionate part for the period from the date hereof to the next rent day to be made on the execution of these presents **PROVIDED THAT** the Council will make an appropriate contribution to such charges in respect of any Flat or Flats for the time being forming part of the Reserved Property **PROVIDED FURTHER** pursuant to the provisions of Schedule 6 Part III of the 1985 Act as amended the Lessee may be required by way of such charges to contribute to any costs incurred by the Council in discharging or insuring against its obligations contained in the said Eighth Schedule hereto insofar as the same relate to the making good of structural defects repairs or provision of services to the extent permitted by the said Schedule 6 as amended **AND PROVIDED FURTHER THAT** the liability of the Purchasing Lessee under this sub-clause (3.2) shall be limited having regard to the provisions of Paragraph B set out in Part III of Schedule 6 of the 1985 Act as amended and the Lessee shall have the right to inspect the policy of insurance of the Council upon reasonable written notice being given to the Council
- 3.3 Pay to the Council on demand the amount by which the Estimated Amount paid by the Lessee to the Council under sub-clause (3.1) of this Clause for a particular financial year as aforesaid is less than the due proportion of the total monies properly and reasonably expended or retained by the Council in respect of or otherwise for the benefit or use of the Property subject nevertheless to the proviso contained in sub-clause (3.1) of this Clause
- 3.4 The Council shall comply with any order of the Secretary of State with regard (inter alia) to the method by which inflation allowances for the purposes of calculating amounts payable by the Lessee are calculated in accordance with the provisions of Section 125 and Schedule 6 Part III of the 1985 Act as amended

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4. THE Council **HEREBY COVENANTS** with the Lessee that the Council (at the expense of the Lessee as herein provided and subject to payment by the Lessee in accordance with Clause 3) will perform and observe and carry out or cause to be carried out the covenants and obligations set out in the Eighth Schedule hereto

5. THE Council **HEREBY FURTHER COVENANTS** with the Lessee that:-

5.1 The Council will to the extent permitted by law require every Owner to whom the Council shall hereafter grant a Lease of the Flats or any of them to enter into covenants and regulations with the Council similar to those herein contained and that at the request and cost of the Lessee and upon the prior payment to the Council by the Lessee of such sum as the Council may reasonably require in respect of such costs will enforce the said covenants and regulations against other Owners

5.2 The Lessee duly paying the rents hereby reserved and observing and performing all and every the covenants conditions restrictions regulations obligations and agreements herein contained shall peaceably hold and enjoy the demised premises (together with the rights hereby granted) for the term hereby granted without any interruption by the Council or any person lawfully claiming under or in trust for them

6. IT IS HEREBY AGREED AND DECLARED that in carrying out their obligations under the Eighth Schedule hereto the Council shall be entitled to appoint managing agents or to employ architects surveyors solicitors accountants builders gardeners and any other person firm or company or to delegate any of its functions to any person firm or company upon such terms and conditions and for such remuneration as the Council shall think fit

7. IF and whenever the rents hereby reserved or any part thereof shall be unpaid for 21 days after becoming payable (whether formally or legally demanded or not) or if and whenever the Lessee shall not observe and perform all and every the covenants conditions restrictions regulations obligations and agreements on the part of the Lessee herein contained then and in any such case it shall be lawful for the Council or any person or persons authorised by them in that behalf to re-enter the demised

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premises or any part thereof in the name of the whole and to repossess and again enjoy the demised premises as in their first and former state notwithstanding anything herein contained to the contrary and thereupon the term hereby granted shall cease and determine but without prejudice to any right of action or remedy of the Council in respect of any previous breach of any of the covenants on the part of the Lessee herein contained

8. ANY notice under this Lease shall be in writing and any notice to the Lessee shall be deemed to be sufficiently served if left addressed to the Lessee at the demised premises or sent to the Lessee there by post and any notice to the Council shall be deemed to be sufficiently served if addressed to the Landlord Services and delivered to the address stated on the aforesaid Notice

9. THE parties hereto certify that there is no Agreement for Lease to which this Lease gives effect

10. THIS Lease is only enforceable by the original parties to it and their successors in title and permitted assignees and any rights of any persons to enforce the terms of this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

11. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration (other than rent) exceeds One hundred and twenty thousand pounds (£120,000.00)

12. THE Council certifies:-

12.1 that this is a Lease of a qualifying dwellinghouse to a qualifying person made pursuant to Part V of the Housing Act 1985 (the Right to Buy) as continued and applied by Section 171A of the Housing Act 1985 (cases in which the Right to Buy is preserved) and

12.2 that for the purposes of Section 133 of the Housing Act 1988 this Lease is an exempt disposal as defined in Section 81(8) of the Housing Act 1988

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IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed to this instrument as its deed and the Lessee has signed this instrument as his deed in the presence of the person(s) mentioned below the day and year first before written

THE FIRST SCHEDULE above referred to

THE PROPERTY

ALL THAT plot or parcel of land being part of what is currently known as Estate **TOGETHER** with the building erected thereon or upon some part thereof and known as **ALL WHICH** said land and building are for the purpose of identification only shown edged red on Plan 1

THE SECOND SCHEDULE above referred to

THE RESERVED PROPERTY

FIRSTLY ALL THOSE the common areas forecourts courtyards garden areas fences walls and the halls staircase lifts (if any) landings steps passages balconies and other parts of the Property which are used in common by the Owner or Owners or occupiers of any of the Flats forming part of the Property which is used and enjoyed by the Lessee and forms part of the Demised Premises

SECONDLY ALL THOSE the external and other main structural parts of the Property including the roofs roof supports foundations and external walls, windows, porch (if any) and parts thereof (but not the interior faces of such external walls as bound the Flats) also the walls dividing the Flats from the common halls staircases landings steps and passages in the Property (but excluding the interior faces of such walls and any staircases situated wholly within the demised premises) and all the cisterns tanks sewers drains gutters pipes wires cables ducts and conduits not used solely for the purpose of the demised premises and the joists or beams to which are attached any ceilings or floors also the structural parts of railings of any balconies

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THIRDLY any Flat for the time being not sold or let on long lease for a term exceeding 21 years

FOURTHLY all other parts of the Property other than the demised premises and all Flats for the time being sold or let on long lease for a term exceeding 21 years

THE THIRD SCHEDULE referred to

THE DEMISED PREMISES

ALL THAT Flat including the surface of the floors above the joists and the surface of the floor of the balcony (if any) and the ceiling of the Flat up to but excluding the joists and beams to which the ceiling is attached and including all walls save the external walls and the walls dividing the said Flat from any other Flat or from the common halls staircases landings steps and passages in the Property (but including the surfaces of such walls within the demised premises and the internal doors and door frames used and enjoyed exclusively by the Lessee) as the same is situate on the _____ floor of the Property and known as

_____ Blackpool which Flat is shown for the purposes of identification only edged red on Plan 2 attached hereto **AND TOGETHER WITH** the garden ground (if any) shown for identification purposes only coloured green on Plan B **AND TOGETHER WITH** all conducting media which are laid in any part of the Property and any other adjoining and neighbouring property of the Council and serve exclusively the Flat

PROVIDED AND IT IS HEREBY AGREED AND DECLARED that all internal walls and structures separating the demised premises from any other Flat shall be party walls and structures and repairable and maintainable as such **AND PROVIDED FURTHER** that the demised premises shall not include such other parts of the Property forming or intended to form part of the Reserved Property and the premises included or intended to be included in the Leases of the adjoining or neighbouring Flats

THE FOURTH SCHEDULE above referred to

RIGHTS AND EASEMENTS GRANTED TO THE LESSEE

1. THE right in common with the Council and Owners and occupiers and all persons authorised by the Council of all other Flats and all others having the like right for the

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Lessee and for all other persons coming to or leaving the demised premises to use for the purpose only of access to and egress from the demised premises all such parts of the Property as afford access thereto or egress therefrom (including all or any lifts) **AND** the right in common with the Council and Owners and occupiers and all persons authorised by the Council of all other Flats and all others having the like right to use for all tenantly purposes in connection with the demised premises the parking spaces and drying areas (if any) on the Property subject to such regulations for the common enjoyment of such rights as the Council may from time to time prescribe

2. THE right of free passage and running of gas electricity water and soil from and to the demised premises through all cisterns tanks sewers drains gutters pipes wires cables ducts and conduits which are now or may at any time within 80 years from the date hereof be in or under or upon any part of the Property or any adjoining or neighbouring land of the Council for the service of the demised premises together with all easements rights and privileges proper for repairing maintaining and reinstating the same

3. THE benefit of covenants and restrictions similar to those herein contained imposed by the Leases of other Flats upon the Owners thereof so far as such covenants and restrictions are intended to benefit the demised premises or the Lessee and so far as the benefit thereof can in law accrue to the demised premises or the Lessee

4. THE right of support and shelter so far as may be necessary for the demised premises as the same is at present enjoyed from the adjoining Flat or Flats and any part of the Property which may be respectively below or beside or above the demised premises and the foundations thereof and the right to the protection afforded to the demised premises by the roof of the Property

5. THE right at all reasonable times with or without workmen and others as often as need or occasion shall require to enter any adjoining or adjacent Flat or any other part of the Reserved Property as necessary and remain therein for such reasonable

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time as is necessary for the purpose of complying with any of the covenants on the part of the Lessee herein contained which cannot otherwise be complied with the Lessee forthwith making good any damage caused thereby such right not to be exercised unless reasonable notice has previously been given to the adjoining Owner (or to the Council if the Flat to be entered forms part of the Reserved Property) except in case of emergency

THE FIFTH SCHEDULE above referred to

EXCEPTIONS AND RESERVATIONS

- 1. THE** right of free passage and running of gas electricity water and soil from and to other parts of the Property or any adjoining or neighbouring land of the Council through all cisterns tanks sewers drains gutters pipes wires cables ducts and conduits which are now or at any time within 80 years from the date hereof be in under or upon the demised premises together with all easements rights and privileges proper for repairing maintaining and reinstating the same
- 2. THE** right of support and shelter so far as may be necessary to the superior and inferior adjoining Flats and any other part of the Property as the same is at present enjoyed
- 3. THE** right for the Council its servants or agents and the Owners or occupiers of the other Flats their servants or agents at all reasonable times with or without workmen and others as often as need or occasion shall require to have access to and enter the demised premises and remain therein for such reasonable time as is necessary for the purpose of executing repairs improvements, maintenance and any other works to any part of the Property or to any cisterns tanks sewers drains gutters pipes wires cables ducts and conduits or other things serving any part of the Property or any adjoining or neighbouring land of the Council which cannot otherwise be executed and of complying with their respective obligations either hereunder or under any covenants relating to any other Flat the person exercising such rights forthwith making good any damage caused by such entry such right not to be so exercised

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unless reasonable notice has previously been given to the Lessee except in case of emergency

4. ALL such other rights and easements and quasi-easements over the demised premises as now belong to or are enjoyed or intended to be enjoyed by any other part of the Property or any part of any adjoining or neighbouring land

5. THE right of the Council to agree with any adjoining or adjacent Owner or occupier variations in the boundaries of the Property (but not of the demised premises) and to make variations to any rights of way or access over the Property or over any adjoining or neighbouring property other than the demised premises

THE SIXTH SCHEDULE above referred to

COVENANTS ON THE PART OF THE LESSEE

1. TO pay the said yearly rents herein reserved and payable at the times and in the manner at and in which the same are herein reserved and made payable without any deduction

2. TO bear pay and discharge all water and general rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary parochial local or otherwise) which are now or may at any time hereafter during the term hereby granted be charged levied assessed or imposed upon the demised premises or any part thereof or upon the owner or occupier in respect thereof whether the same shall be in the nature of those now subsisting or otherwise

3. TO the satisfaction of the Council to keep in good and substantial repair and condition and properly cleansed throughout the term hereby granted the demised premises and all fixtures and fittings therein and all additions thereto and whenever necessary (except in the case of loss or damage covered by the insurance maintained by the Council under the provisions of Schedule 8 hereto) to repair rebuild and reinstate and from time to time replace the demised premises and every part thereof including all doors and door frames floors walls windows boards skirtings and ceilings and all cisterns tanks drains pipes wires cables ducts and any other

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things installed for the purpose of supplying gas or electricity or for the purpose of draining away water and soil and for allowing the escape of steam or deleterious matter from the demised premises insofar as such pipes wires ducts or other things are solely installed or used only for the purposes of the demised premises **SAVE THAT** in the case of all exterior walls and all walls dividing the demised premises from the common halls staircases passages and landings in the Property the obligations of the Lessee under this clause shall be limited to keeping the interior surface of such walls in such repair and condition as aforesaid

4. **TO** paint the interior of the demised premises with two coats at least of best quality paint and well and sufficiently paper and plaster the interior of the demised premises and all additions and improvements thereto as are usually or ought to be painted papered and plastered and generally to decorate and redecorate the demised premises in every sixth year of the term hereby granted and in the last year or sooner determination of the term hereby granted

5. **TO** permit the Council with or without workmen and all other persons authorised by it at reasonable times and upon reasonable notice (except in emergency) during the term hereby granted to enter upon and view and examine the condition of the demised premises and to enter for any other purpose and to prepare a schedule of all landlord's fixtures and fittings therein and of all defects and wants of repair so found and to thereupon serve the Lessee with notice in writing specifying any repair necessary to be done and for which the Lessee is liable under the covenants in that behalf herein contained and requiring the Lessee forthwith to execute the same and if the Lessee shall not within three months after service of such notice or sooner if requisite proceed diligently with the execution of such repairs to permit the Council and all persons authorised by it to enter upon the demised premises with any requisite appliances and execute such repairs and the cost thereof shall be paid to the Council by the Lessee and be forthwith recoverable by action as if it were rent in arrears

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6. TO arrange and carry out by a Gas Safe registered engineer of all gas installations and apparatus at the Demised Premises every twelve months and produce to the Council copy certificate of the inspection and at the Lessees cost to carry out any works (by a Gas Safe registered engineer) arising from the inspection and to allow the Council to carry out such inspection if not carried out by the Lessee within 14 days of a notice being served and the Lessee shall reimburse the Council of the cost incurred

7. UPON receipt of reasonable notice (which shall not however be necessary in case of emergency) to permit the respective Owners of the other Flats to have access to and enter upon the demised premises as often as it may be reasonably necessary for them to do so in fulfilment of their respective obligations under any covenants relating to any other Flat and similar to those herein contained

8. WITHIN the time limited by law or by notice requiring the same to be done or if no such time is limited within a reasonable time to carry out all sanitary works and all other works whatsoever which a Public Authority (including the Local Planning Authority) may lawfully require to be carried out on or in connection with the demised premises (whether by the landlord tenants owner or occupiers) all such works to be done to the satisfaction of the Council or its agents in all respects and to pay or cause to be paid all fees lawfully payable to any surveyor or other officer employed by the Public Authority and all other fees and payments properly claimed by any such Authority and also the proper and usual fees and charges of the Council or its agents for work done by the Council or its agents in preparing or approving plans or in supervising the execution of any of the works or otherwise in connection with the demised premises or as may thereafter be required hereunder

9. THE Lessee for themselves and their successors in title hereby covenant with the Council as follows:

9.1 To pay the Council on demand the sum of _____ pounds
(£ _____) or such sum (if any) as the Council may demand if within a

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period of 5 years from the date hereof the Lessee makes a "relevant disposal" as defined in the Act (other than an "exempt disposal" as defined in the Act) The said sum shall be calculated in accordance with section [155A][155B] of the Act If there is more than one such disposal the said payment shall only be required on the first of them

9.2 To pay the Council on demand such sum (if any) as the Council may demand in accordance with the Act if the Lessee has at any time before the date hereof entered into any agreement or shall at any time within 5 years of the date hereof enter into any agreement with any person to make a "relevant disposal" as defined in the Act (other than an "exempt disposal" as defined in the Act) after the end of the said period of 5 years whether or not the date of such disposal is specified in the said agreement or the requirement to make such disposal is subject to any condition

9.3 Not within 10 years from the date hereof to make any "relevant disposal" as defined in the Act (other than an "exempt disposal" as defined in the Act) unless and until all conditions prescribed in the regulations made under section 156A of the Act and in force on the date hereof ("the prescribed conditions") have been satisfied in respect of that or any previous relevant disposal"

10. WITHIN 21 days after every assignment transfer underletting vesting deed assent charge mortgage or devolution of the title to the demised premises or on the grant of Probate of the Lessee's will or on the grant of Letters of Administration to his estate to give notice of the same to the Council's Legal Services Department and to pay the reasonable costs of registration being not less than a fee of Fifty pounds (£50.00)

11. IN the event of the Council contemplating selling or granting a lease of the reversion expectant hereon to permit on reasonable notice being given any prospective purchaser or lessee or their respective agents to enter upon the demised premises to view the same

11.1 Not to carry on or permit to be carried on upon in over or under the demised premises any development within the meaning of the Town and Country Planning Act

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1990 nor to apply for or knowingly permit any application for permission under the said Town and Country Planning Act 1990 to carry out any such development

11.2 Not to do or permit or suffer to be done any act matter or thing on or in respect of the demised premises or any part thereof which may contravene any provisions of the said Town and Country Planning Act 1990 and to keep the Council indemnified against all costs claims demands and liabilities in respect thereof

11.3 Within seven days after the receipt of the same to give full particulars to the Council of any notice or proposal for a notice or order or proposal for an order given issued or made to or on the Lessee by the Local Planning Authority under the said Town and Country Planning Act 1990 and if so required by the Council to produce such notice or proposal to it and without delay to take all reasonable and necessary steps to comply with any such notice or proposal at the request of the Council but at the cost of the Lessee to make or join with the Council or any other person the Council shall direct in making such objection or representation against or in respect of any such notice order or proposal as the Council shall deem expedient

12. NOT to permit any owner or occupier of any adjoining or adjacent premises to acquire any right of light or air way water drainage or other easement over the demised premises or the Property but forthwith to inform the Council of any act or thing coming to the knowledge of the Lessee which might result in the acquisition of any such right or easement over the demised premises or the Property and to do all acts and things which may be necessary or expedient to prevent the acquisition of any such right or easement

13. NOT to suffer any encroachment to be made on the demised premises and if any such shall be made to permit the Council or others for the time being concerned to take any appropriate action and not to permit any wilful voluntary or permissive waste or spoil to be done or suffered upon the demised premises

14. TO pay the Council all expenses (including Solicitor's costs and Surveyor's fees) incurred by the Council for the purpose of or incidental to the preparation and service

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of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

15. NOT to cause or allow any person residing at the Property whether permanently or temporarily or any visitor to the Property to cause a nuisance annoyance or disturbance or any act of harassment whether racial sexual religious or otherwise to neighbours, tenants of the Council or members of their household or employees of the Council whether anywhere in the dwelling or communal areas or on Council owned premises or otherwise

“Harassment” includes but is not limited to

- (a) violence intimidation or threats of violence towards any person
- (b) abusive or insulting words or behaviour
- (c) damage or threats of damage to property belonging to another person including damage to any part of a person’s home
- (d) writing threatening abusive or insulting graffiti
- (e) any act or omission calculated to interfere with the peace or comfort of any other person or to inconvenience such person or to diminish their quality of life or restrict their activities

For the avoidance of doubt this clause applies to all persons residing at the Property including children under 14 years of age lodgers sub-tenants and any visitors

16. NOT to cause or allow persons residing at the Property or visitors to threaten or intimidate any officer or members of the Council or any contractor or worker employed by the Council while they are carrying out their duties or because they have carried out their duties

17. NOT to damage or deface or allow any person residing at the Property with you whether permanently or temporarily and any visitor to the Property to damage or deface any wall door fence or other part of any premises owned by the Council by graffiti or any other means and to indemnify the Council against any cost of making good any such damage

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- 18. NOT** to use the demised premises for any trade profession or business whatsoever but to keep and use the demised premises as a private flat for residential purposes only
- 19. NOT** to use the demised premises or suffer the same to be used for any purpose of an illegal immoral improper unpleasant noisy or noxious nature
- 20. NOT** at any time hereafter without the Council's prior written consent to make or permit to be made any alteration in the construction height elevation or architectural appearance of the demised premises or any part thereof or to alter or cut any of the principal walls or timbers thereof or erect or build any additional or any substituted building whatsoever upon the demised premises or any part thereof or to erect any fences wires aerials satellite dishes or other erections upon the demised premises
- 21. NOT** to undertake any gas or electrical works except by a Gas Safe Registered or NICEIC registered engineers
- 22. TO** pay the Council's costs (including Solicitors and Surveyor's fees) in connection with every application for the consent or approval of the Council as may be required hereunder by the Lessee
- 23. NOT** to permit any water or liquid to soak through the floor of the demised premises or suffer dirt rubbish rags or refuse or any corrosive or harmful substance to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in or serving the demised premises and in the event of such happening the Council shall be entitled (but without prejudice to any other rights of the Council under this Lease) immediately at the expense of the Lessee to rectify and make good all damage and injury thereby caused
- 24. AT** the expiration or sooner determination of the term hereby granted peaceably and quietly to surrender and yield up unto the Council or as it may direct the demised premises with vacant possession with the appurtenances and all the Landlord's fixtures and fittings therein in good and substantial repair and condition and in all ways in accordance with the Lessee's covenants herein contained

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25. NOT to do or permit or suffer to be done any act or thing whereby the Council's policy or policies of insurance in respect of the Property or any part thereof may be or become void or voidable or whereby the rate of premium may be increased and any expenses incurred by the Council in or about any renewal of such policy or policies rendered necessary by a breach by the Lessee of this covenant shall be repaid by the Lessee to the Council and be recoverable by the Council as if they were rent in arrears

THE SEVENTH SCHEDULE above referred to **REGULATIONS TO BE OBSERVED BY THE LESSEE**

1. THE Lessee shall not:-

- 1.1 Affix or paint on any part of the demised premises any plate or notice or exhibit in any window or upon any external part of the demised premises or of the Property or on any part of the common entrance hall staircases landings or passages any trade professional or business notice or advertisement whatsoever
- 1.2 Hold or permit any sale or auction on the demised premises
- 1.3 Keep in the demised premises any dog cat or other animal without the prior written approval of the Council
- 1.4 Allow or permit window boxes or plants to be placed on any window cills or balconies without the prior written approval of the Council
- 1.5 Throw refuse or permit refuse to be thrown from the windows or doors of the demised premises or expose washing clothes mats or rugs or hang beat or shake washing clothes mats or rugs on or from the windows landings balconies stairs or roof of the demised premises
- 1.6 Erect or permit to be erected any external wireless or television aerial telephone or satellite dish or other apparatus or make any attachment to the demised premises in connection therewith or interfere with or cause or permit interference with the television aerial system (if any) at the demised premises

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- 1.7 Play or permit music or singing or the use of any piano gramophone or radio or television apparatus tape recorder CD player or musical instrument in such manner so as to cause annoyance to the occupiers of neighbouring flats
- 1.8 Park or permit to be parked on the Property any vehicle except in a parking space (if any) designated for that purpose by the Council or obstruct or cause inconvenience to any other occupier or the Council

2. THE Lessee shall:

- 2.1 Provide (if required) and maintain a dustbin for use in connection with the demised premises
- 2.2 Have the chimneys (if any) of the demised premises swept at least twice a year and at such other times as the Council may require
- 2.3 Be responsible for all damage caused by him or his family or visitors to the Property and for any breach of any of these conditions by his family or visitors
- 2.4 Keep all pathways passages and staircases in the Property clear of obstruction of any kind
- 2.5 Keep all garden areas tidy and clear of obstructions notwithstanding any grounds maintenance contracts that may be in place
- 2.6 In making use of a lift or hoist where such is provided at the Property observe the regulations made by the Council from time to time governing its use

3. ANY dispute between the Lessee the Owners and occupiers of Flats for the time being forming part of the Reserved Property in respect of the use of the Property shall be referred in the first instance to the Council

4. WRITTEN application shall be made to the Council for any permission required for any purpose under the foregoing conditions

THE EIGHTH SCHEDULE above referred to

COVENANTS TO BE OBSERVED BY THE COUNCIL

1. TO keep in good and substantial repair and condition and whenever necessary rebuild and reinstate and renew and replace all worn or damaged parts but only to

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the extent of the liability imposed upon the Council by paragraph 14(2) of Part III of the Sixth Schedule to the 1985 Act

- 1.1 The main structure of the Property including all exterior walls and structures and all walls dividing the Flats from the common halls staircase landings steps and passages in the Property and the walls bounding the same and all electrical and other fittings and windows and doors in the Property (but excluding the internal plaster and internal doors and electrical and other fittings inside any individual Flat for which the Owner thereof is responsible under any provisions in his Lease corresponding to Paragraph 3 of the Sixth Schedule hereto) and including all roofs and chimneys and every part of the Property above the level of the top-floor ceilings and any other property over or in respect of which the lessee has rights by virtue of the Sixth Schedule to the 1985 Act as amended by the Regulations
- 1.2 All cisterns tanks sewers drains gutters pipes wires cables ducts and conduits and any other thing installed in the Property for the purpose of supplying water gas electricity and other usual services and for the purpose of draining away water and soil and for allowing the escape of steam and deleterious matter (but excluding such cisterns tanks drains pipes wires cables ducts and conduits and other things as are solely installed or solely used for the purpose of any particular Flat and for which the Owner thereof is responsible under any provisions in his Lease corresponding to Paragraph 3 of the said Sixth Schedule hereto)
- 1.3 Any wireless and television masts satellite dishes and aerials cables data communications systems and wires erected on the Property or in or over the roof or roofs and/or on or through external walls of the Property and available for use with the Flats
- 1.4 All such parts of the Reserved Property not hereinbefore mentioned and all fixtures and fittings therein and additions thereto

PROVIDED THAT nothing herein contained shall prejudice the right of the Council to recover from the Lessee or any other person the amount or value of any loss or damage

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suffered by or caused to the Council or the Property by the negligence or other wrongful act of the Lessee or any such other person

- 1. TO** insure and keep insured (unless vitiated in whole or in part by any act or default of the Lessee) the fabric of the Property (including the demised premises) against loss or damage by fire and such other risks as the Council may from time to time consider desirable to the full rebuilding cost thereof and to any extent in excess of such amount and against such other risks as the Council may from time to time deem necessary or prudent and to pay the premiums on any such insurance upon the due date and in the event of damage by fire or other cause to lay out forthwith all monies received from any such insurance in rebuilding and reinstating the Property and making good such damage
- 2. TO** keep adequately lighted all such parts of the Reserved Property as are normally lighted
- 3. TO** keep clean and tidy the said common halls staircases landings steps passages doors windows areas forecourts and courtyards where such services are provided and charged for
- 4. UPON** the Council's repainting cycle for the Property to paint in a workmanlike manner with good quality materials all such parts of the said common halls staircases landings steps passages doors and windows of the Reserved Property as are usually so treated and upon the repainting cycle as aforesaid and to paint in a workmanlike manner all external woodwork and exposed metal work and all such parts of the exterior of the buildings forming part of the Property as are now painted
- 5. TO** manage the Property for the purpose of keeping the Property in a condition similar to its present state and condition
- 6. IF** necessary to provide security measured which may include CCTV system and security personnel the cost for which may be included in the service charge
- 7. THE** cutting and maintenance of the landscaped areas comprised in such areas of the Estate owned and maintained by the Council

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8. THE maintenance of the car parking area (if any) comprised in the Reserved Property.

9. ANY other service the Council may choose to provide.

THE NINTH SCHEDULE before referred to
Existing covenants conditions and provisions

The matters mentioned or referred to in the Charges Register of Title Number LA Registered at H M Land Registry so far as such matters relate to the Premises

THE COMMON SEAL of Blackpool)
Borough Council was hereunto affixed)
in the presence of:-)

Head of Legal and Democratic Services

SIGNED as a Deed by the said)
)
in the presence of:-)

SIGNED as a Deed by the said)
)
in the presence of:-)