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DATED

4<sup>th</sup> December

1992

is a copy of the original.

Howard Jones & Company  
Solicitors

MARK DEREK HOLME and JULIE CLARE HOLME

- to -

NICOLA JANE HOLME

LEASE

relating to Flat above  
111 Poulton Road, Wallasey  
in the County of Merseyside

Howard Jones & Company  
Solicitors  
Hoylake

THIS LEASE is made the

4<sup>th</sup>

day of *December*

1992 BETWEEN MARK DEREK HOLME and JULIE CLARE HOLME

of 111 Poulton Road, Wallasey, Wirral, Merseyside, (hereinafter called "the Lessor" which expression shall include where the context so admits the estate owner or estate owners for the time being of the reversion of the premises hereby demised expectant on the terms hereby granted) of the first part and NICOLA JANE HOLME of 18 Eaton Road, Wallasey, Wirral, Merseyside (hereinafter called "the Lessee" which expression shall include where the context so admits his or her executors administrators and assigns) of the second part.

WHEREAS:-

- (1) In this Deed unless the context otherwise requires;
  - (i) "the Property" means the Property described in the First Schedule hereto;
  - (ii) "the premises" means the flat forming part of the Property more particularly described in the Third Schedule hereto.
  - (iii) "the Reserved Property" means that part of the Property not included in the flat being the property more particularly described in the Second Schedule hereto.
- (2) The Lessor is the owner in fee simple in possession of the Property.

(3) The Lessor has agreed with the Lessee for the grant to the Lessee of a Lease of the flat hereinafter described and for the consideration and at the rent and on the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said Agreement and in consideration of the sum of £28,500.00 paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rent and covenants on the part of the Lessee hereinafter reserved and contained the Lessor HEREBY DEMISES unto the Lessee ALL THOSE the premises described in the Third Schedule hereto (hereinafter called "the Premises") TOGETHER WITH the rights set out in the Fourth Schedule hereto but EXCEPTING AND RESERVING unto the Lessor the rights set out in the Fifth Schedule hereto TO HOLD the same unto the Lessee from the 4<sup>th</sup> day of *December* 1992 for a term of 999 years yielding and paying therefore during the said term the yearly rent of one peppercorn SUBJECT to the covenant contained or referred to in the Charges Register of Title Number CH13346

2. THE Lessee HEREBY COVENANTS with the Lessor that the Lessee will observe and perform the obligations on the part of the Lessee set out in the Sixth Schedule hereto.

3. THE Lessor HEREBY COVENANT with the Lessee that she will observe and perform the obligations on her part set out in the Seventh Schedule hereto.

4. THE Lessee paying the rent hereby reserved and performing and observing the covenants on the part of the Lessee herein contained shall peaceably hold and enjoy the Premises for the term hereby created without any interruption by the Lessor or any person lawfully claiming under or in trust for her.

5. WHERE the Lessee is more than one person IT IS DECLARED that:

(a) They shall be joint tenants in equity and;

(b) covenants expressed to be made by the Lessee shall be deemed to be paid by such persons jointly and severally.

#### THE FIRST SCHEDULE

##### The Property

ALL THAT piece of land situate at 111 Poulton Road, Wallasey, Wirral in the County of Merseyside TOGETHER with the building erected thereon as the same is more particularly described in the Property Register of Title Number CH13346 and which is more particularly but for the purposes of identification only edged in black on the plan annexed hereto.

THE SECOND SCHEDULE

The Reserved Property

FIRSTLY ALL THAT the forecourts, paths, drives, roadways, gardens and entrances forming part of the Property and other parts and buildings forming part of the Property which are used in common by the Lessor and the Lessee or occupier of the premises.

SECONDLY ALL THAT the main structural parts of the buildings forming part of the Property including the roof and foundations, gutters, rain water pipes and all external parts of the buildings forming part of the Property and all cisterns, tanks, sewers drains, drains, channels, pipes, wires, cables, ducts, flues and conduits not used solely for the purposes of the flat (but not the glass of the windows of the flat nor the interior faces of such of the external walls as bound the flat).

THE THIRD SCHEDULE

The Premises

ALL THAT Top floor flat TOGETHER with the staircase leading thereto forming part of the Property and known as Flat 1, 111 Poulton Road, Wallasey, Wirral, Merseyside aforesaid TOGETHER WITH the glass of the windows of the flat and the interior faces of such of the external walls as bound the flat AND TOGETHER WITH the doors of the flat and one half in depth of the floors and ceilings thereof and one half

in width of the internal wall which are not main structural walls and which divide the flat from the Reserved Property **TOGETHER WITH** all cisterns, tanks, drains, sewers, pipes, wires, cables, ducts, conduits, channels used solely for the purpose of the said flat **EXCEPTING AND RESERVING** from the demise the main structural parts of the buildings as set out in the Second Schedule above which Property is for the purposes of identification only edged red on the plan annexed hereto.

#### **THE FOURTH SCHEDULE**

##### **The Rights included in the Lease**

1. The right of passage of running of gas, electricity, telecommunications, water and soil from and to the Premises through the sewers, drains, pipes, wires, ducts and conduits forming part of or comprised in the Premises.
2. All rights of support and other easements and all quasi-easements, rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Premises from any other part of the Property.
3. Such rights of access to and entry upon the Reserved Property as are necessary for the proper performance of the Lessee's obligations hereunder.

#### **THE FIFTH SCHEDULE**

##### **Rights Excluded from this Lease**

##### **or to which the Premises are Subject**

1. The right of passage and running of gas, electricity, telecommunications and water and soil from and to the Reserved Property through the sewers, drains, pipes, wires, ducts and conduits forming part of or comprised in the Premises.
2. All rights of support and other easements and all quasi-easements, rights and benefits of a similar nature now enjoyed or intended to be enjoyed by any other part of the Property over the Premises.
3. Such rights of access to and entry upon the Premises by the Lessor and her agents and workmen as are necessary for the proper performance of her obligations hereunder.

THE SIXTH SCHEDULE

Covenants by the Lessee with  
the Lessor

1. The Lessee shall pay the reserved rent on the days and in the manner hereinbefore mentioned without any deductions.
2. The Lessee shall pay all existing and future rates, taxes and assessments and outgoings whether local or parliamentary or otherwise now or hereafter imposed or charged upon the Premises or any part thereof or upon the Lessor or any owner or occupier in respect



thereof

3. The Lessee shall to the satisfaction in all respects of the Lessor and the Lessor's surveyor keep the Premises and all parts thereof and all fixtures and fittings therein and all additions thereto in a good and tenantable state or repair, decoration and condition throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and shall maintain and uphold and whenever necessary for whatever reason rebuild, reconstruct and replace the same and shall yield up the same at the determination of the demise in such good and tenantable state of repair, decoration and condition and in accordance with the terms of this covenant in all respects.
  
4. The Lessee shall before carrying out any repairs or maintenance which the Lessee is required to carry out hereunder and for the carrying out of which the Lessee requires access to any other part of the Property give reasonable notice (which except in case of extreme emergency shall be at least 48 hours notice) in writing to the the Lessor and the Lessee shall giving such notice be entitled to carry out the said repairs or works and in doing so to have any required access to such part of the Property but shall act carefully and reasonably doing as little damage as possible to any part of the Property and making good all damage done.
  
5. All internal walls separating the Premises from any

other part of the Property shall be party walls and shall be used, repaired and maintained as such.

6. The Lessee shall in the seventh year of the term and every succeeding seventh year of this demise and in the last three months thereof paint with two coats of good quality paint in a workmanlike manner all the wood, iron and other parts of the interior of the Premises which ought to be so treated.
7. The Lessee shall clean the windows of the Premises as often as may be necessary.
8. The Lessor may with or without workmen and others on reasonable notice (which except in the case of extreme emergency shall be at least 48 hours notice) enter upon and examine the condition of the Premises and may thereupon serve upon the Lessee Notice in writing specifying any repairs or works necessary to be done for which the Lessee is liable hereunder and require the Lessee forthwith to execute the same and if the Lessee does not within one month after the service of such Notice proceed diligently with the execution of such repairs or works then the Lessor may enter upon the Premises and execute the same and the cost thereof plus interest on the costs charged at the base rate of the Royal Bank of Scotland Plc at the time the costs become due shall be a debt due to the Lessor from the Lessee and shall be recoverable forthwith by action.

9. The Lessee shall not make any alterations to the Premises without the approval in writing of the Lessor to the plans and specifications thereof which approval will not be unreasonably withheld or delayed and shall make such alterations only in accordance with such plans and specifications when approved. The Lessee shall at the Lessee's own expense obtain all Licences, Planning Permissions and other things necessary for the lawful carrying out of such alterations and shall comply with all bye-laws, regulations and conditions applicable generally or to the specific works undertaken.
10. The Lessee shall not do or permit or suffer to be done in or upon the Premises anything which may be or may become a nuisance or annoyance or cause damage or inconvenience to the Lessor or the owner or occupier of the reserved property or any adjoining property or whereby any insurance for the time being effected on the Property or any part thereof (including the Premises) may be rendered void or voidable or whereby the rate of premium may be increased and shall pay all costs, charges and expense incurred by the Lessor in abating a nuisance in obedience to a Notice served by any competent authority.
11. The Lessee shall do all such works as under any Act of Parliament or rule of law are directed or necessary to be done or in respect of the Premises (whether by the Lessor, tenant or occupier) and shall keep the Lessor indemnified against all claims, demands and liabilities in respect thereof.

12. The Lessee shall not do or permit or suffer to be done any act matter or thing on or in respect of the Premises which contravenes the provisions of the Town and Country Planning Act 1971 or any enactment amending or replacing it and shall keep the Lessor indemnified against all claims, demands and liabilities in respect thereof.

13. The Lessee shall permit the Lessor to have access to and enter upon the Premises as often as it may be reasonably necessary for her to do so in fulfilment of her obligations hereunder.

14. The Lessee agrees:-

(a) That no piano, pianola, gramophone, wireless, loudspeaker, mechanical or other musical instrument of any kind shall be placed or used nor shall any singing be practised in the flat so as to cause annoyance to the Lessor or the owners, lessees or occupiers of the reserved property or so as to become audible outside the flat between the hours of midnight and 9.00.am.

(b) No name writing, drawing, signboard or placard of any kind shall be put in or on any window on the exterior of the flat or so as to be visible from outside the flat.

(c) No clothes or other articles shall be hung or exposed outside the flat.

(d) No dust, refuse or other materials shall be dropped or thrown out of any window nor shall any mat rug or cloth be shaken out of any window.

(e) To use the Premises as a single private residence and for no other purpose.

(f) Not to paint or treat the exterior part of the window frame in any way whatsoever.

(g) To cover all the floors of the Premises (except the bathroom and kitchen thereof) with fitted carpet and underfelt.

(h) Not to keep any dog, bird, cat or other animal or reptile in the Premises.

(i) Not to erect any additional external television aerial or satellite dish whatsoever.

15. The Lessee shall comply with and observe any reasonable regulations which the Lessor may consistently with the provisions of this Deed make to govern the use of the flat and Reserved Property such regulations may be restrictive of acts done on the Property detrimental to its character or amenities and any costs charges or expenses incurred by the Lessor in preparing or supplying copies of such regulations or in doing works for the improvement of the Property including the Reserved Property providing

services or employing employees shall be deemed to have been properly incurred by the Lessor in pursuance of her obligations under the Seventh Schedule hereto notwithstanding the absence of any special covenants by the Lessor to incur the same and the Lessee shall keep the Lessor indemnified from and against her due proportion thereof and of Clause 18 of this Schedule accordingly.

16. The Lessee shall within twenty-one days of the date of every Assignment, Underlease, Grant of Probate or Administration, Assent, Transfer, Mortgage, Charge, Discharge, Order of Court or other event or document relating to the term serve Notice thereof in writing to the Lessor and in the case of a document send it to the Lessor for the time being with the registration fee of £25 and any Value Added Tax thereon.
17. The Lessee shall keep the Lessor indemnified from and against such proportion according to use and as shall be conclusively determined by the Lessor Surveyor of all costs, charges and expenses incurred by the Lessor in carrying out the obligations under the Seventh Schedule hereto.
18. The contribution under Clause 17 of this Schedule for each year shall be estimated by the Lessor or his Managing Agents (whose decision shall be final unless containing a manifest error) as soon as practicable after the beginning of the year and the Lessee shall pay the estimated contribution

by 1st February in that year. As soon as reasonably may be after of the end of each year when the actual amount of the said costs and expenses for the period for the financial year has been ascertained the Lessee shall forthwith pay the balance due to the Lessor or be credited in the Lessor's books with any amount overpaid.

19. The Lessee shall within seven days of demand pay to the Lessor one half of the annual insurance premium on the Property.

20. At the end or sooner determination of the said term peacefully and quietly to surrender and yield up unto the Lessor the Premises clean and repaired decorated and maintained as aforesaid together with all fixtures and additions and improvements thereto in accordance with the Lessee's covenants hereinbefore contained.

#### THE SEVENTH SCHEDULE

1. The Lessor shall pay all existing and future rates, taxes, assessments and outgoings now or hereafter imposed on or payable in respect of the Reserved Property.
2. The Lessor shall insure the Property and keep it insured in the joint names of all persons having any interest therein against loss or damage by fire, storm or tempest and such other usual and insurable risks normally incorporated in a householder's comprehensive policy with a reputable

insurance company which shall represent in the reasonable opinion of the Lessors Surveyors the full replacement value of the Property plus incidental expenses and architects's fees in rebuilding the same which policy may at the discretion of the Lessor be index linked and shall make all payments necessary for that purpose within seven days after the same becomes payable and shall produce to the Lessee on demand the policy of such insurance and the receipt for every such payment the interest of the Lessee being endorsed on the said policy.

3. As often as any part of the Property is destroyed by the insured risks the Lessor shall rebuild and reinstate the same in accordance with the bye-laws, regulations and planning or development schemes of any competent authority for the time being effecting the same and IT IS HEREBY AGREED that any moneys received in respect of the insurance above provided for shall be applied so far as the same shall extend in so rebuilding and reinstating the Property.
  
4. The Lessor shall keep the Reserved Property and all fixtures and fittings therein and additions thereto in a good and tenantable state of repair, decoration and condition including the renewal and replacement of all worn or damaged parts provided that nothing herein contained shall prejudice the Lessor's rights to recover from the Lessee or any other person the amount or value or any loss or damage suffered by or caused to the Lessor



or the Reserved Property by the negligent or wrongful act or default of the Lessee or such other person.

5. The Lessor shall

(a) Maintain the boundary walls and/or fences surrounding the Reserved Property and the main structures and the gates (if any) in such walls and/or fences.

(b) Repair, amend, scour, cleanse and keep in good order all the drains, ditches, fences, walls and gates upon or belonging to the Reserved Property or the main structures.

(c) In the fifth year of the said term any in every fifth year thereafter or earlier at the discretion of the Lessor paint the outside wood, iron and stucco work of the main structures with such materials and in such proper colours or oils for natural weathering as shall be reasonably stipulated by the Lessors Surveyor.

6. The Lessor shall before carrying out any repairs or works to the Reserved Property for the carrying out of which requires access to the Premises give reasonable notice (except in cases of extreme urgency at least 48 hours notice) in writing to the Lessee. The Lessor shall on giving such notice be entitled to carry out the said repairs or works and in doing so have any required access to the Premises but shall act carefully and reasonably

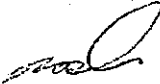
doing as little damage as possible to the Premises and making good all damage done.

7. The Lessor shall keep proper books of account of all costs, charges and expenses incurred by it in carrying out its obligations under this Schedule and an account shall be taken as at the 31st day of December every year during the continuance of this demise and at the termination of this demise of the amount of the said costs, charges and expenses incurred since commencement of this demise or the date of the last preceding account as may be.
8. The Lessor shall be entitled to appoint managing agents of the Reserved Property and their fee shall be a proper expense incurred under this Schedule.

SIGNED AND DELIVERED AS A DEED )

by the said MARK DEREK HOLME and JULIE CLARE HOLME  
in the presence of:- )

Witness  
Address  
Occupation

x 

x MOH

x J.C. Holme

x JCH

x P.A. Griffiths  
x 6 Churchill AV  
x B/ head  
Barman

# H. M. LAND REGISTRY

NATIONAL GRID PLAN

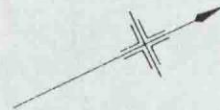
SJ3191

SECTION AD

WALLASEY

Scale 1/1250

OFFICE OF REGISTRATION  
WALLASEY DISTRICT  
WALLASEY COUNTY BOROUGH



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ISSUED BY THE BIRKENHEAD DISTRICT LAND REGISTRY ON - 5 MAY 1993

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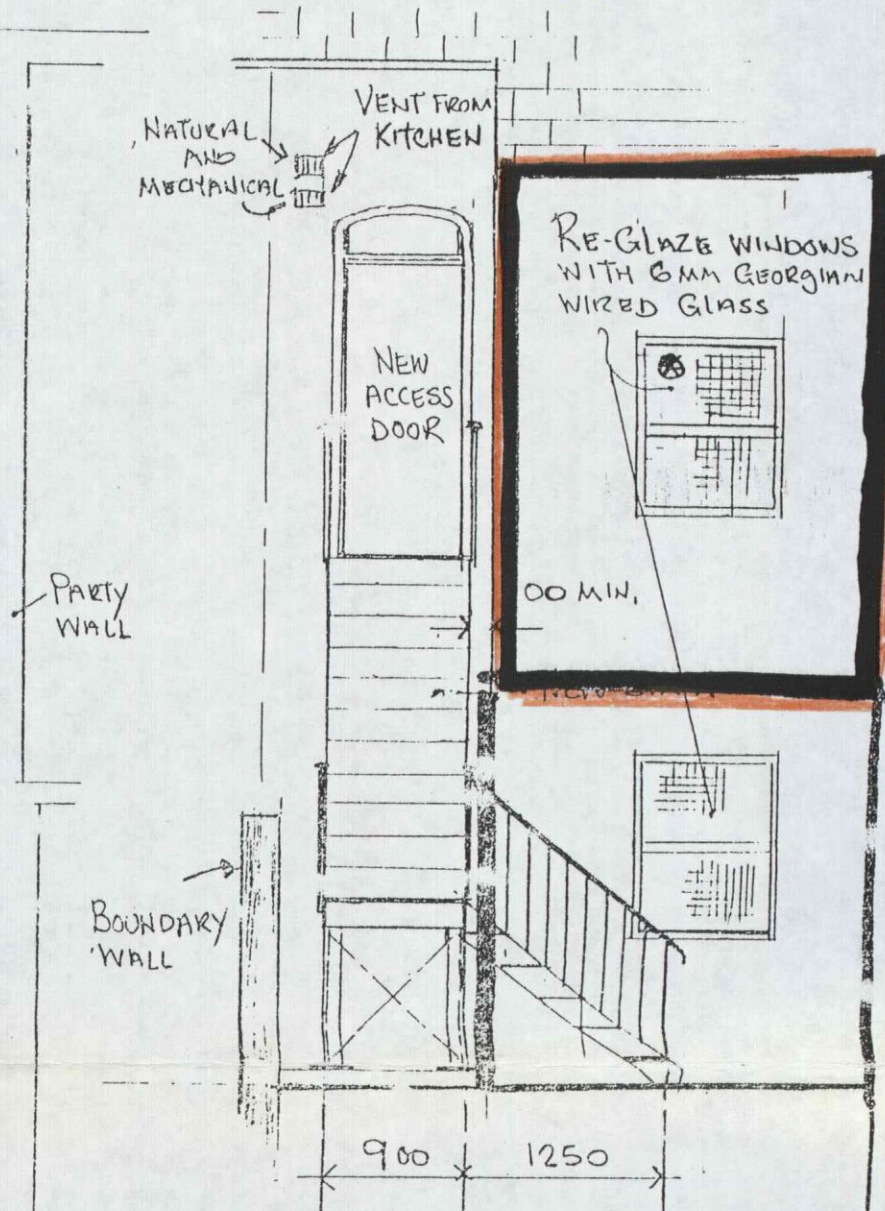
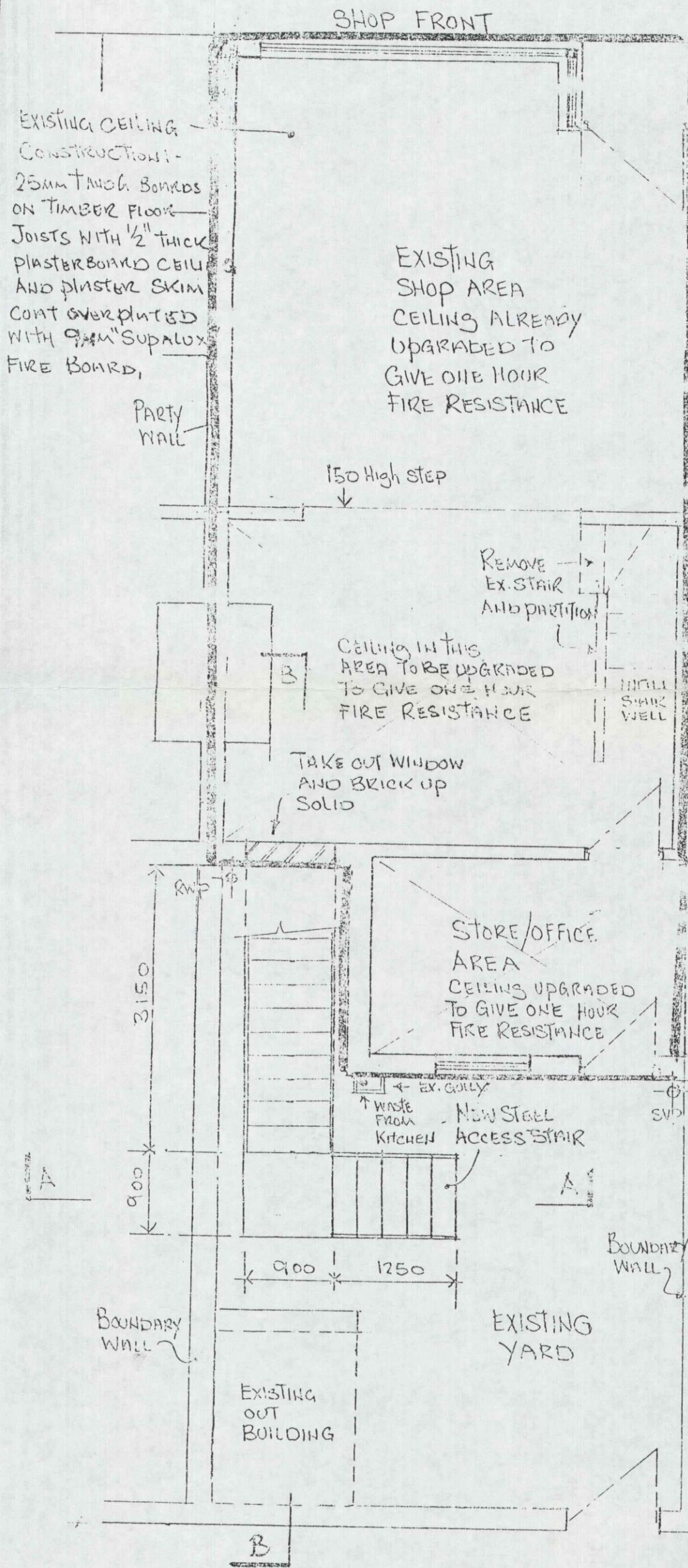
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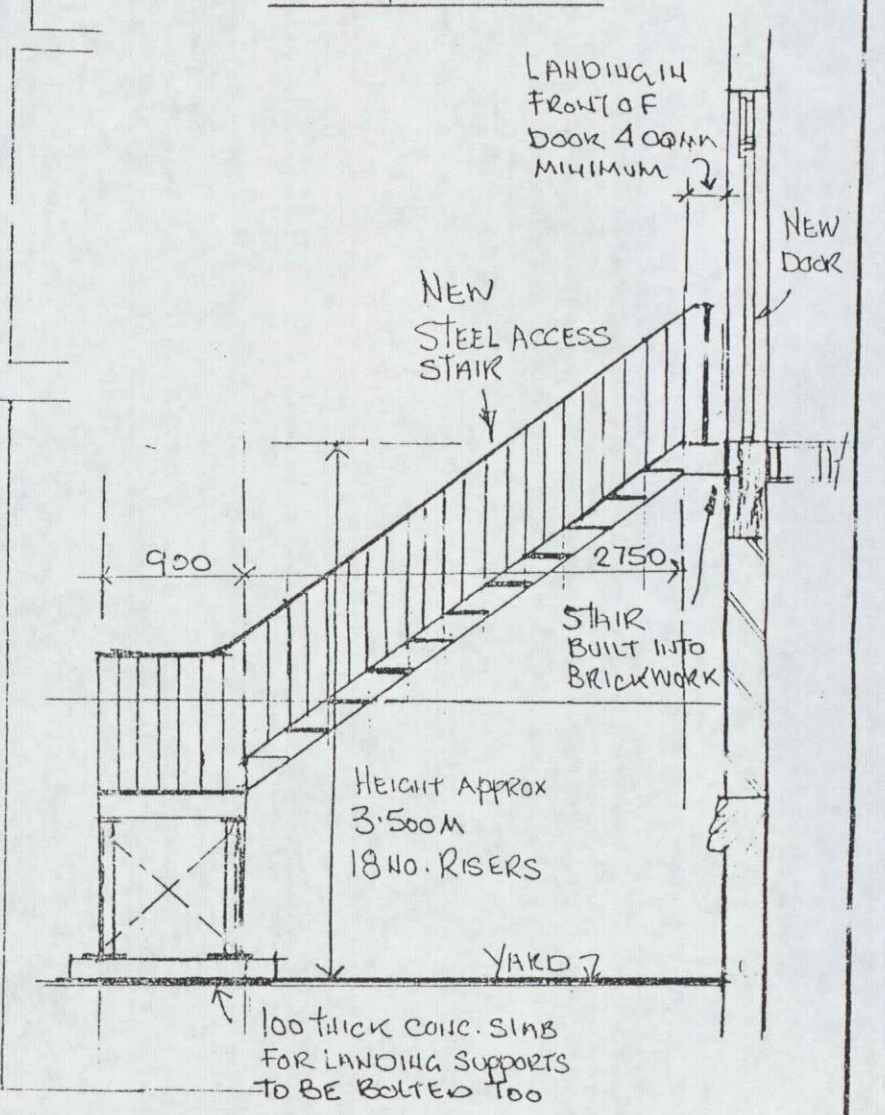
PROPOSED ALTERATIONS FOR  
MR. M. HOLME, III, POULTON ROAD WALLASEY

PROPOSED SEPARATION OF SHOP UNIT AND  
FLAT ABOVE - III POULTON ROAD WALLASEY.

Rev. A - To comply with W.B.C.  
REQUIREMENTS



SECTION A-A



SECTION B-B

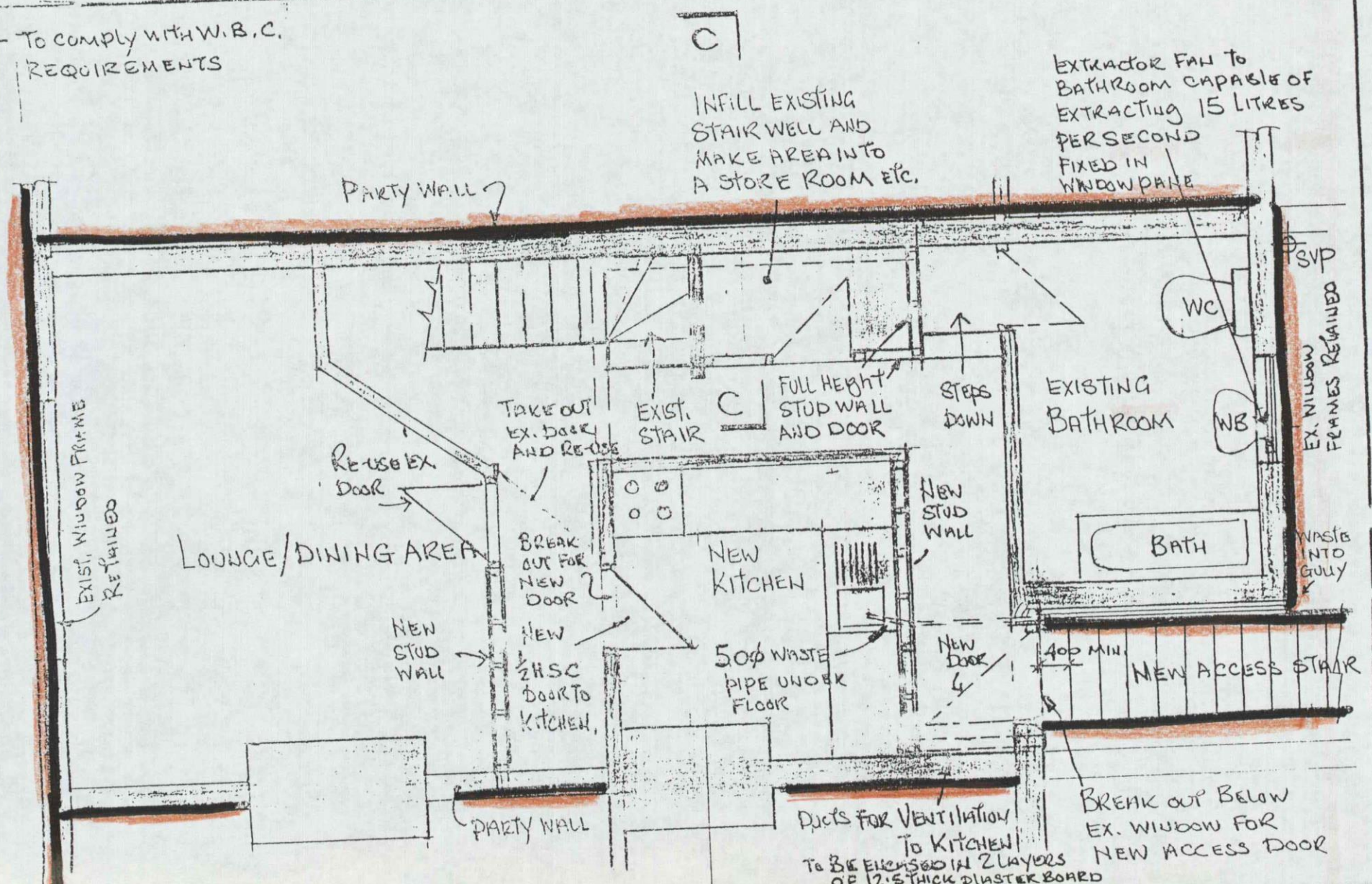


PROPOSED ALTERATIONS FOR  
MR. M. HOLME, III, POULTON RD. WALLASEY

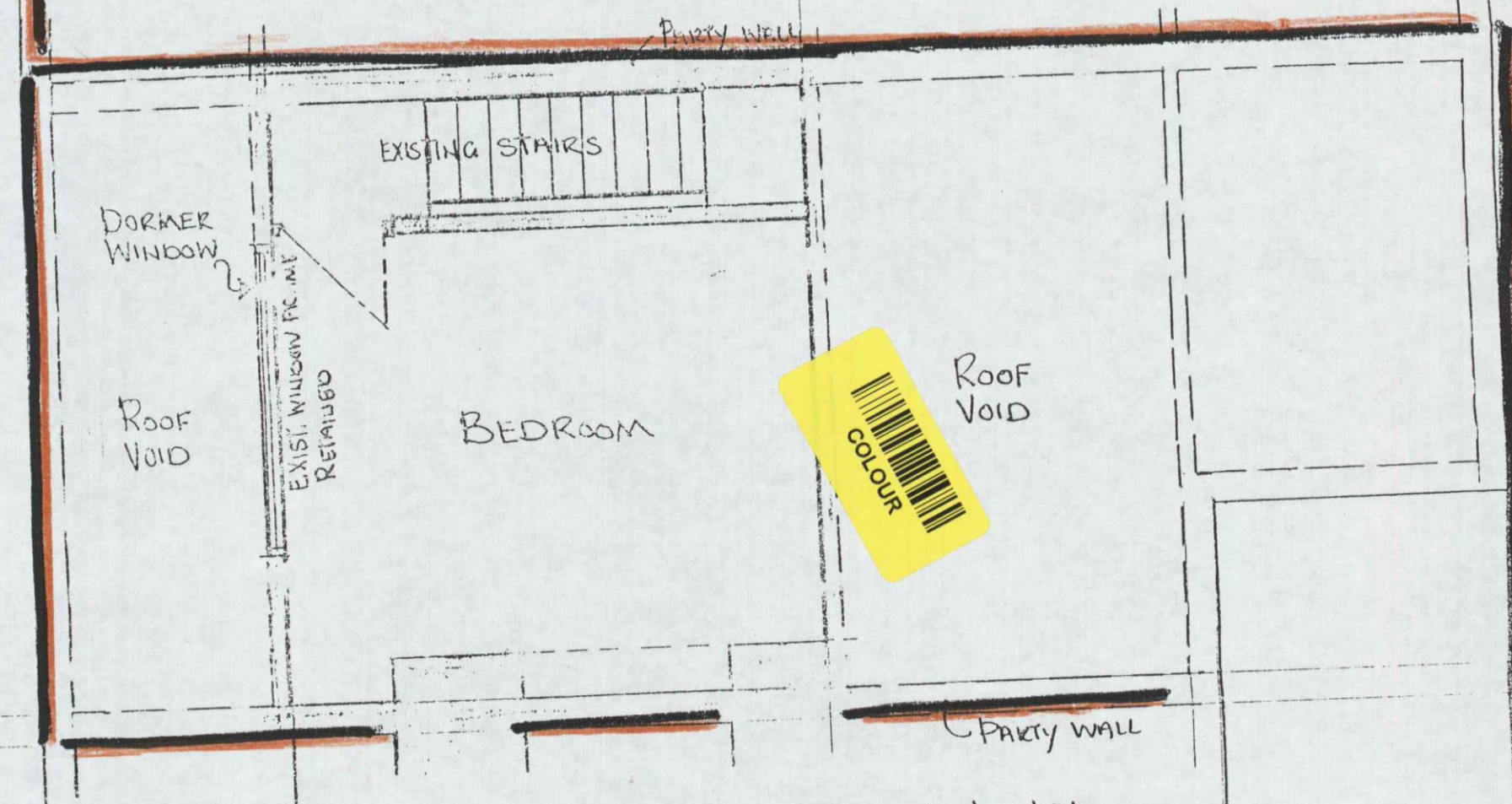
PROPOSED SEPARATION OF SHOP UNIT AND  
FLAT ABOVE - III, POULTON ROAD, WALLASEY

REV A - To comply with W.B.C.  
REQUIREMENTS

FRONT OF BUILDING

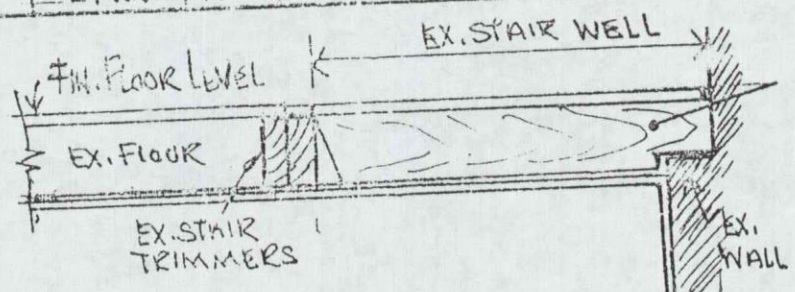


PLAN AT FIRST FLOOR LEVEL



PLAN AT SECOND FLOOR LEVEL

New Stud partitions  
COMPOSED OF:-  
75x50SW STUDE AT 600CTS  
WITH 12.5 THICK PLASTER BOARD  
EACH SIDE AND PLASTER  
SKIM COAT.  
DOOR TO KITCHEN TO BE  
HALF HOUR FIRE RATED  
AND SELF CLOSING



SECTION C-C SCALE 1-20

INFILL STAIR WELL WITH  
180x50 SW JOISTS AT 450CTS  
TO MATCH EXISTING, WITH 25MM  
TANOG BOARD AND NEW  
CEILING COMPOSED OF  
2 NO LAYERS OF 12.5MM  
PLASTER BOARD AND SKIM COAT  
(30MM TOTAL THICKNESS)

This official copy is incomplete without the preceding notes page.