

LR1. Date of Lease

2018

LR2. Title Number

LR2.1 Landlord's title number(s)

CH48025

LR2.2 Other title numbers

None

LR3. Parties to this Lease

Landlord

IAN STEVENSON AND OLIVE STEVENSON of 4 Winthrop Park, Howbeck Road, Oxton,
Wirral

Tenant

LR4. The Property

9 Kings Court, Kings Mount, Prenton, Wirral CH43 5RG as described in the Lease

LR5. Prescribed statement etc.

None

LR6. Term for which the Property is leased

125 years from the day of 2018

LR7. Premium

LR8. Prohibitions or restrictions on disposing of this Lease

See the Lease

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 the Lease by the Landlord in respect of land other than the Property

None

LR11. Easements

LR11.1 Easements granted by this Lease for the benefit of the Property

The easements referred to in the Lease

LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property

The reservations contained in the Lease

LR12. Estate rent charge burdening the Property

None

LR13. Application for standard form of restriction

None

LR14. Declaration of trust where there is more than one person comprising the Tenant

THIS LEASE is made the day of Two Thousand and Eighteen

BETWEEN

IAN STEVENSON AND OLIVE STEVENSON of 4 Winthrop Park, Oxton, Wirral CH43 6XQ (hereinafter called "the landlord") of the one part and

(hereinafter called "the tenant")

WHEREAS :-

- (1) In this deed unless the context otherwise requires:
 - (a) "The Landlord" includes the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created
 - (b) "The tenant" includes the successors in title of the tenant
 - (c) "The flat" means the property described in the first schedule
 - (d) "The retained property" means the property described in the second schedule
 - (e) "The building" means the block of flats known as Kings Court of which the flat forms a part
 - (f) Where the tenant shall be more than one person then the obligations of the tenant shall be joint and several
- (2) The Landlord is the registered proprietor with absolute title of the land which is for purposes of identification edged red in plan "A" on which the building is erected
- (3) It is intended to demise all the flats in the building upon terms similar to those herein contained

NOW THIS LEASE made in consideration of the sum of POUNDS paid by the tenant to the landlord (the receipt whereof the landlord hereby acknowledges) and of the rent and covenants on the part of the tenant hereinafter reserved and contained WITNESSESS as follows :-

1. The Landlord DEMISES to the tenant ALL THAT the flat TOGETHER with the right mentioned in third schedule TO HOLD the same unto the tenant from the date hereof for the term of ONE HUNDRED AND TWENTY FIVE YEARS PAYING therefore the yearly rent of ONE HUNDRED AND TWENTY POUNDS in advance on the first day of November in each year without any deduction the first of such payments to be made on the date hereof and to be apportioned (if necessary) in respect of the period from the date hereof to

the thirty first day of October next and also paying the further and additional rent hereinafter mentioned SUBJECT as mentioned in the fourth schedule

2. THE tenant COVENANTS with the landlord :-

- (1) To pay the reserved rent at the times and in manner aforesaid without any deduction
- (2) To pay to the landlord without any deduction by way of further and additional rent a proportionate part of the expenses and outgoings incurred by the landlord in the management repair cleaning maintenance renewal upkeep and insurance of the building and the retained property and the provision and maintenance of all services and amenities thereon and therein such further and additional rent (hereinafter called "the service charge") being subject to the terms and provisions set out in the fifth schedule
- (3) To pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the flat or any part thereof respectively (except income tax)
- (4) To keep the flat and every part thereof in tenantable repair throughout the term hereby granted. There are included in this covenant as repairable by the tenant (including replacement whenever such shall be necessary) the floors and ceilings of and in the flat the joists or beams on which the said floors are laid and the joist or beams to which the said ceilings are attached. There are also included in this covenant the entrance door and the windows of the flat.
- (5) To keep in repair and replace when necessary all cisterns pipes wires ducts and any other thing installed for the purpose of supplying water gas and electricity and for the purpose of draining away water and soil or for allowing the escape of steam or other deleterious matter from the flat in so far as such pipes wires ducts or other things are solely installed or used only for the purposes of the flat and for the purpose of such repair the tenant and his workmen shall have access to such pipes wires ducts or other things where they are in upon or under other parts of the building upon reasonable notice being given to the landlord or tenants in the building as the case may be
- (6) To permit the landlord and its agents with or without workmen and others twice a year at reasonable time to enter upon and examine the condition of the flat and thereupon the landlord may serve upon the tenant notice in writing specifying any repairs necessary to be done and require the tenant forthwith to execute the same and if the tenant shall not within one month after the service of such notice proceed diligently with the execution of such repairs then to permit the landlord to entre upon the flat and execute such repairs and the cost thereof shall be a

debt due to the landlord from the tenant and be forthwith recoverable by action

- (7) Not to make any alterations in or to the flat without the approval in writing of the landlord to the plans and specifications thereof and to make all such alterations in accordance with such plans and specifications. The tenant shall at his own expense in all respects obtain all licences approvals of plans permissions and other things necessary for the carrying out of such alterations and comply with the byelaws and regulations and other matters prescribed by any competent by any competent authority either generally or in respect of the specific works involved in such alterations.
 - (8) Not to do or permit or suffer to be done in or upon the flat anything which may ne or become a nuisance or annoyance or cause damage or inconvenience to the landlord or the tenants of the landlord or neighbouring owners or occupiers or whereby any insurance for the time being effected on the building may be rendered void or voidable or whereby the rate of premium may be increased.
 - (9) To preform and observe all and singular the regulations and conditions set forth in the sixth schedule.
 - (10) Not to assign underlet or part with possession of part of the flat and to use the flat as a single private residence only
 - (11) Within one month after every assignment assent transfer or underlease (otherwise than by way of mortgage) of the flat to give notice thereof to the solicitors to the landlord and to produce such assignment assent transfer or underlease to them. In the case of a devolution of the interest of the tenant not perfected by an assent within twelve months after the happening thereof to produce to the solicitors to the landlord the probate of the will or letters of administration under which such devolution arises. To pay to the said solicitors a registration fee of Eighty Pound Plus VAT in respect of each such assignment assent transfer underlease or devolution.
 - (12) At the determination of the tenancy to yield up the flat and all landlord's fittings and fixtures therein in tenantable repair in accordance with the tenant's covenant herein contained.
3. THE landlord COVENANTS with the tenant :-
- (1) To pay all existing and future rates taxes assessments and outgoings now or hereafter imposed or payable in respect of the building not payable by the tenants of the individual flats either under their respective leases or under the general law
 - (2) To pay all (if any) the charges of the local authority for and in respect of completing and maintaining in repair the roads and footways abutting on the building and its curtilage prior to the same becoming repairable by the inhabitants at large

- (3) To insure the building and keep it insured during the term hereby granted against loss or damage by fire storm and aircraft and such other risks (if any) as the landlord thinks fit in an insurance office of repute to the full value thereof
 - (4) As often as the building or any part thereof shall be destroyed or damaged as aforesaid to rebuild and reinstate the same. Any moneys received in respect of such insurance shall be applied so far as the same shall extend in so rebuilding or reinstating the building in accordance with the then existing bylaws regulations and planning or development schemes of any competent authority then affecting the same and if the moneys received under such policy or policies of insurance shall be insufficient for the full and proper rebuilding and reinstatement of the building then to make up any deficiency out of its own money
 - (5) To repair and keep in repair the retained property the main structure of the building and the roof and all external parts thereof and all sewers drains pipes ducts and conduits serving the building and all fixtures and the retained property but excluding all items repairable by tenants under their respective leases
 - (6) So often as may reasonably be necessary to decorate the exterior of the building or such parts thereof as may from time to time require decorating
 - (7) To keep in good order and condition the pathways giving access to the building and the remainder of the building's curtilage
 - (8) Adequately to light all entrance halls stairs passage and landings and any other parts of the retained property which would normally be lighted or which would be dangerous if not adequately lighted
 - (9) To keep clean and in a reasonable state of decoration all such entrance halls stairs passages and landings
 - (10) The tenant paying the rent hereby reserved and performing and observing the covenants hereinbefore contained shall peaceably hold and enjoy the flat for the term hereby granted without any interruption by the landlord or any person lawfully claiming through under or in trust for the landlord or any person lawfully claiming through under or in trust for the landlord
4. IT IS DECLARED that all interior walls which are common to the flat and any other internal part of the building are party walls and the expense of the building are party walls and the expense of maintain them shall be borne in equal shares by the tenant and the tenant of the adjoining flat or the landlord as the case may be

5. PROVIDED that if the rent hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demand or not) or if any of the covenants on the part of the tenant herein contained shall not be observed and performed then and in any such case it shall be lawful for the landlord or any person or persons authorised by the landlord in that behalf at any time thereafter to re-enter the flat or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the landlord in respect of any breach of the covenants by the tenant hereinbefore contained

6. IT IS CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount of the consideration other than rent exceeds FIVE THOUSAND FIVE HUNDRED pounds

IN WITNESS whereof the landlord has hereunto caused its common seal to be annexed and the tenant has hereunto set his hands and seal the day and year first before written

THE FIRST SCHEDULE

The flat

ALL THAT flat known as number 9 on the second floor of Kings Court Kings Mount Birkenhead Cheshire which is for purposes of identification edged red in plan "B" annexed including the floors and the ceilings and the doors and windows but excluding the brickwork of the external walls

THE SECOND SCHEDULE

The retained property

ALL THAT part of the land which is for purposes of identification edged red in the plan "A" annexed and of the building erected thereon which is not included in the flat and the flats of other tenants

THE THIRD SCHEDULE

The demise hereinbefore contained includes:-

- (a) The right in common with the landlord and the tenants of all other flats in the building and all others having the like right to use for purposes only of access to and egress from the flat the entrance hall landing and

staircases in the building and such passages therein as re not included in any of the other flats

- (b) The right of passage and running of gas electricity water and soil from and to the flat through the pipes wires conduits and drains in under or upon the retained property and the other flats in the building
- (c) The benefit of the stipulations and restrictions imposed by the leases of the other flats in the building
- (d) The rights of support and protection and all other easements and quasi-easements enjoyed by the flat at the date hereof
- (e) The right to use in common with the other occupiers of the building and their visitors the pathways and curtilage which are part of the retained property
- (f) A right of way on foot over the land coloured yellow in Plan "A"

THE FOURTH SCHEDULE

The demise hereinbefore contained is subject to:-

- (a) The tenant's Covenants herein contained including the regulations and conditions in the sixth schedule
- (b) The rights of other parts of the building to be supported and protected by the flat as the same now are and all easements and quasi-easements enjoyed by the other flats in the building
- (c) Easements rights and privileges over along and through the flat equivalent to those set out in paragraph (b) of the third schedule
- (d) The right for the landlord and its agents with or without workmen at all reasonable times to entre the flat for the purpose of carrying out any of the landlord's obligations under this lease

THE FIFTH SCHEDULE

Particulars of service charge

- (a) The amount of the service charge referred to in clause 2(2) shall be ascertained and certified by auditors appointed by the landlord acting as experts and not as arbitrators annually and so soon after the thirty first day of October in each year as may be practicable and shall relate to the year ending on such thirty first day of October in manner hereinafter mentioned
- (b) A copy of the certificate for each such financial year shall be supplied to the tenant. The certificate shall contain a summary of the expenses and outgoings incurred by the landlord during the financial year to which it relates (including the fees of the auditors) together with a summary of the relevant details and figures forming the basis of the

service charge and the certificate (or a copy thereof duly certified by the person by whom the same was given) shall be conclusive evidence for the purposes hereof of the matter which it purport to certify

- (c) The annual amount of the services charge payable by the tenant shall be one sixteenth part of the said expenses and outgoings incurred by the landlord in the year to which the certificate relates
- (d) The expression "expenses and outgoings incurred by the landlord" shall be deemed to include not only those expenses outgoings and other expenditure which have been actually disbursed incurred or made by the landlord during the year in question but also such part of all such expenses outgoings and other expenditure which are of a periodically recurring nature whenever disbursed incurred or made and whether prior to the commencement of the said term or otherwise including a sum or sums of money by way of provisions for anticipated expenditure in respect thereof as the landlord may in its discretion allocate to the year in question
- (e) The tenant shall if required by the landlord with every payment of rent reserved hereunder pay to the landlord such sum in advance and on account of the service charge as the landlord shall specify at its discretion as an interim payment
- (f) As soon as practicable after the signature of the certificate the landlord shall furnish to the tenant an account of the service charge payable by the tenant for the year in question due credit being given therein for all interim payments made by the tenant in respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the tenant to the landlord the amount of the service charge as aforesaid or any balance found payable or there shall be allowed by the landlord to the tenant any amount which may have been overpaid by the tenant by way of interim payment as the case may be
- (g) The provisions of paragraph (f) of this schedule shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but only in respect of the period down to such expiration or determination
- (h) In regard to the commencement of the term hereby granted the service charge from the date of commencement to the thirty first day of October next shall be apportioned between the flats in the building in such manner as the landlord shall deem equitable at its absolute discretion

THE SIXTH SCHEDULE

Regulation to be observed by the tenant

- (a) No undue noise or disturbance shall be made in the entrance halls staircases landings or approaches or in any other part of the building or its curtilage
- (b) No dinging or dancing is to be carried on or any mechanical or other musical instrument is to be played upon or used between the hours of midnight and eight a.m. nor so as to cause at any time annoyance to any of the occupiers of the other flats
- (c) No bicycle baby carriage perambulator scooter or any other article whatsoever shall be left in the said entrance halls staircases landings curtilage or approaches
- (d) No bird animal or other pet shall be kept in any flat which may cause annoyance to any occupier of any part of the building
- (e) No flower pot window box or anything whatsoever shall be placed outside the windows of any flat nor shall any washing wearing apparel or domestic or household linen be exposed in or upon any part of the retained property
- (f) No dust refuse or other matter shall be dropped or thrown out of any window nor shall any mat rug or cloth be shaken out of any window
- (g) No sign placard advertisement or notice or other thing whatsoever shall be affixed or displayed or exposed on any external wall or door or out of any window
- (h) The interior of the windows of all flats shall be kept clean and properly curtained
- (i) No motor cars bicycles or other vehicles of any kind shall be parked on the retained property
- (j) No wireless or television aerial or other attachment shall be fixed to any part of any flat
- (k) The exterior of the building including the exterior of the windows frames shall not be painted or varnished or the colours changed in any way except by the landlord
- (l) Dust or refuse from all flats shall be placed in the receptacles provided which receptacles shall be kept where the landlord shall direct

SIGNED as a DEED by)
THE LANDLORD)
in the presence of:)

Witness Signature :
Witness Name :
Witness Address :

SIGNED as a DEED by)
THE TENANT)
in the presence of:)

Witness Signature :
Witness Name :
Witness Address :