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DATED 24th October

1991

WIRRAL BOROUGH COUNCIL

- to -

ETHEL MAY FOSTER

LEASE

of Flat Number 93 Hoole Road
Woodchurch, Wirral

Term: 125 years from 24th October 1991
Rent: £10.00 per annum

P G Manson LL B
Borough Solicitor and Secretary
Town Hall
Brighton Street
Wallasey
Wirral
Merseyside
L44 8ED

CONVEY\C6\8510

WE YAFFE JACKSON OSTRIN HEREBY CERTIFY THIS DOCUMENT TO BE A TRUE COPY OF THE ORIGINAL.

YAFFE JACKSON OSTRIN
BIRKENHEAD,
MERSEYSIDE L43 6QQ



IR
Produced
19-2-1992

£240
L 256/11

THIS LEASE is made the twenty fourth day of October

One thousand nine hundred and ninety one BETWEEN
WIRRAL BOROUGH COUNCIL (hereinafter called "the Council") of the one
part and ETHEL MAY FOSTER of 93 Hoole Road Woodchurch (hereinafter
called "the Tenant") of the other part



WHEREAS

- (1) The Council is seised for an estate in fee simple of the land and property (hereinafter called "the Estate") the situation of which is shown edged blue on the Plan Number 1 hereto annexed on which has been erected the block of flats shown hatched black on the said plan (hereinafter called "the Block") and on which have been laid out paths forecourts gardens and other facilities
- (2) In pursuance of its statutory powers under the Housing Act 1985 (hereinafter called "the Act") as subsequently amended by the Housing and Planning Act 1986 and of all other powers it enabling the Council has previously granted leases or intends hereafter to grant leases of the flats in the Block other than the premises hereby demised and intends in every such future lease to impose the restrictions set forth in the First Schedule hereto (subject to any amendments required by statute) to the intent that any lessee for the time being of any flat in the Block may be able to enforce the observance of the same restrictions by the owners and occupiers for the time being of the other flats in the Block
- (3) The Council has agreed with the Tenant for the demise to him hereinafter granted at the rent and subject to the covenants and conditions hereinafter mentioned at the price of seven thousand eight hundred pounds (£7,800.00) (hereinafter called "the discounted price")
- (4) It is agreed by and between the parties hereto that the true market value of the demise hereby granted is twenty-six thousand pounds



(£26,000.00) and that accordingly the discounted price makes an allowance to the Tenant (pursuant to the Act) of eighteen thousand two hundred pounds (£18,200.00) hereinafter called "the discount")

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the discounted price paid to the Council by the Tenant on or before the execution hereof (the receipt whereof the Council hereby acknowledges) and of the rents and covenants hereinafter reserved and contained and on the part of the Tenant to be paid observed and performed the Council hereby demises unto the Tenant

ALL THAT the flat (hereinafter called "the demised premises") numbered 93 Hoole Road Woodchurch and being on the ground floor of the Block which flat is shown edged red on the plan number 1 and plan number 2 hereto annexed and including one half part in depth of the structure between the ceilings of the flat and floors of the demised premises above it and (subject to Clause 5(1) hereof) the internal and external walls of the demised premises up to the same level and the land and the structure of the Block below the demised premises including the foundations supporting the internal and external walls thereof

TOGETHER WITH with the easements rights and privileges mentioned in the Second Schedule hereto subject as therein mentioned but excepting and reserving as mentioned in the Third Schedule hereto TO HOLD the demised premises unto the Tenant from the ^{24th October 1991} for the term of One hundred and twenty-five years PAYING therefor yearly in advance during the said term the rent of £10.00 on the First day of April in every year free of all deductions whatsoever the first payment thereof being a proportionate part of the said annual sum calculated from the date hereof up to the next rent day being payable on the signing hereof AND ALSO PAYING from time to time by way of further and additional rent (a) a sum or sums of money equal to the amount which the Council may expend in effecting or maintaining the insurance of the

demised premises against loss or damage by fire and such other risks (if any) as the Council think fit as hereinafter mentioned to be paid without any deduction in advance on the First day of April in every year and (b) the service charge referred to in Clause 5(2) hereof

2. THE Tenant hereby covenants with the Council that if he or any of his successors in title shall make any disposal within the meaning of Sub-section (1) of Section 159 of the Act (as amended by Section 2 of the Housing and Planning Act 1986) within a period of Three years from the date hereof (but if there should be more than one such disposal then only on the first of them) he the Tenant or such successor(s) in title to the Tenant will pay to the Council on demand an amount equal to the discount but reduced by one third ($\frac{33^1}{3}$) of the discount for each complete year which shall have elapsed after the date hereof and before any such (first) disposal

3. THE Tenant hereby covenants with the Council and with and for the benefit of the owners and lessees from time to time during the currency of the term hereby granted of the other flats comprised in the Block that the Tenant and the persons deriving title under him will at all times hereafter observe the restrictions set forth in the First Schedule hereto

4. (1) THE Tenant hereby covenants with the Council that the Tenant and all persons deriving title under him will throughout the said term hereby granted:

- (a) Pay the said rent at the times and in manner aforesaid without any deduction
- (b) Pay all rates taxes assessments charges impositions and outgoing which may at any time be assessed charged or imposed upon the demised premises or any part thereof or the owner or occupier in respect thereof and in the event that the demised premises shall not be assessed separately for such rates taxes assessments charges impositions and outgoings to pay the proper proportion of such rates

taxes assessments charges impositions and outgoings as shall be attributable to the demised premises

- (c) Maintain uphold and keep the demised premises (other than the parts thereof comprised and referred to in paragraphs (4) and (6) of Clause 6 hereof) and (subject to Clause 6 hereof) all walls sewers drains pipes cables wires and appurtenances thereto situate within the demised premises and exclusively serving the same clean tidy and in good and tenantable repair and condition
- (d) Permit the Council and its duly authorised surveyors or agents with or without workmen and others upon giving three days' previous notice in writing at all reasonable times to enter into and upon the demised premises or any part thereof for the purpose of viewing and examining the state and condition thereof and to serve upon the Tenant a notice in writing requiring the Tenant to make good any defects decays and wants of repair therefound and properly the responsibility of the Tenant within three months after the service of such notice
- (e) To make good any defects decays and wants of repair notified to the Tenant in accordance with the provision of sub-clause (d) above within three months after the giving of such notice
- (f) Not to make any structural alterations or structural additions to the demised premises or any part thereof without the previous consent in writing of the Director of Property Services for the time being to the Council as Landlord
- (g) Pay all expenses (including solicitors' costs and surveyors' fees) incurred by the Council incidental to the preparation and service 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

- (h) Produce for the purpose of registration to the Council (within one calendar month after the document or instrument in question shall be executed or shall operate or take effect or purport to operate or take effect) a copy (duly certified as true and accurate by a Solicitor or Licensed Conveyancer) of every transfer assignment mortgage or legal charge of this lease or of the demised premises and also every underlease of the demised premises and of every assignment of every such underlease and also every probate letters of administration order of court or other instrument affecting or evidencing a devolution of title as regards the term hereby granted or as regards any such underlease as aforesaid and for such registration pay to the Council a fee of Ten pounds or such fee as the Council shall consider reasonable in respect of each document or instrument so produced
- (i) Not at any time during the term hereby granted to assign underlet or part with possession of part of the demised premises (as distinct from the whole) in any circumstances whatsoever
- (j) Not without the previous consent in writing of the Council (such consent not to be unreasonably withheld) to assign underlet or part with the possession of the whole of the demised premises (as distinct from a part thereof)
- (k) At all reasonable times during the said term permit the Council and (as respects work in connection with any neighbouring or adjoining premises their lessees) with workmen and others upon giving three days' previous notice in writing (or in the case of emergency without notice) to enter into and upon the demised premises or any part thereof for the purpose of repairing any part of the Block or any other adjoining or contiguous premises for the purpose of making repairing maintaining painting decorating supporting rebuilding cleansing lighting and keeping in order and good condition all roofs foundations

common parts damp courses sewers drains pipes cables watercourses gutters wires party or other structures or other conveniences belonging to or serving or used for the Block or the Estate or any part thereof and also the purpose of laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables and for similar purposes making good all damage occasioned thereby to the demised premises

- (l) Upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the demised premises or any part thereof whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any other person whatsoever forthwith deliver to the Council a true copy of such notice order direction or other thing and if so required by the Council either (a) so far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof require him so to do comply therewith at his own expense or (b) join with the Council in making such representations to that or any other appropriate authority concerning any requirement or proposal affecting the demised premises or any part thereof or the Block or the Estate as the Council may consider desirable and join with the Council in any such appeal or application to the court against such notice order direction or other thing as the Council may consider desirable
- (m) At the expiration or sooner determination of the said term to peaceably surrender and yield up to the Council all and singular the demised premises together with all additions thereto in good tenantable repair and condition
- (2) If the Council and the Tenant shall fail to agree what constitutes the proper proportion of the rates taxes assessments charges impositions

and outgoings under paragraph (b) of sub-clause (1) of this clause the matter shall be determined by the Council but if the Tenant or the Lessees or Lessee of any of the other flats comprised in the Block shall be unwilling to accept the determination of the Council he or they shall be entitled to have the matter determined by an independent surveyor nominated in default of agreement by the President of the Royal Institution of Chartered Surveyors whose fees shall be paid by the person or persons requiring such nomination to be made and such last mentioned surveyor's determination shall be final and binding on the parties

5. THE Tenant hereby covenants with the Council and with and for the benefit of the owners and lessees from time to time during the currency of the term hereby granted of the other flats comprised in the Block that the Tenant will at all times hereafter during the said term

- (1) So repair maintain uphold and keep the demised premises as to afford all necessary support shelter and protection to the parts of the Block other than the demised premises and to afford to the lessees of neighbouring or adjoining flats access for the purposes and subject to the conditions set out in paragraph (k) of sub-clause (1) of clause 4 hereof
- (2) Subject to the provisions of paragraphs 16B and 16C of Part III of Schedule 6 to the Act pay to the Council by equal quarterly payments in advance on the First day of January First day of April First day of July and First day of October in every year without any deduction as a service charge one sixth part of the costs expenses outgoings and matters mentioned in the Fourth Schedule hereto so far as applicable and incurred or estimated to be incurred by the Council in respect of the Estate as hereinbefore defined in the twelve month period

beginning the First April in each year due allowance being made for any over and under estimation in any preceding year of account

- (3) Pay so long as the demised premises shall not be separately assessed for water rate a due proportion of the water rate assessed on the Block (excluding any flat in the Block for the time being separately assessed) such proportion to be determined by the Council on the basis that every flat in the Block of equal value to every other flat

6. THE Council hereby covenants with the Tenant as follows:

- (1) The Tenant paying the rents hereby reserved and performing and observing the several covenants on his part and the conditions herein contained shall and may peacefully hold and enjoy the demised premises during the said term hereby granted without any interruption by the Council or any person rightfully claiming under or in trust for the Council
- (2) That the Council will at all times during the said term (unless such insurance shall be vitiated by any act or default of the Tenant or the owner lessee or occupier of any other flat comprised in the Block or by other circumstances outside its control) insure and keep insured the Block (including the demised premises) against loss or damage by fire and such other risks (if any) as the Council thinks fit in some insurance office of repute in the full value thereof and will whenever reasonably requested so to do produce to the Tenant sufficient evidence to show that the said insurance has been effected and that the then current premium has been paid
- (3) That the Council will require every person to whom they shall hereafter grant a lease of any flat in the Block to covenant to observe the restrictions set forth in the First Schedule hereto

- (4) That (subject to contribution and payment as hereinbefore provided) the Council will maintain and keep in good and substantial repair and condition:
- (i) the main structure of the Block including the external windows and door frames the foundations and the roof thereof with its gutters and rainwater pipes but excluding all doors and window glass therein and make good any defect affecting the structure
 - (ii) all such gas and water pipes drains and electric cables and wires in under and upon the Block and the Estate as are enjoyed or used by the Tenant in common with the owners or lessees of the other flats
 - (iii) the main entrances passages landings staircases bulk refuse facility basement and forecourt of the Block (if any) and the paths and roads (if any) on the Estate presently or in the future to be enjoyed or used by the Tenant in common as hereinafter provided and in so far as the same shall not be the proper responsibility of the Tenant hereunder the boundary walls and fences gardens and lawns of the Estate (if any)
 - (iv) any heating system serving the Block
- (5) That (subject as aforesaid) the Council will so far as practicable keep clean and lighted the passages landings staircases and other parts of the Block (if any) so enjoyed or used by the Tenant in common as aforesaid
- (6) That (subject as aforesaid) the Council will so often as reasonably necessary clean the outside windows which it is usual for the Council to clean and paint and decorate the exterior of the Block together with all doors and windows therein and such parts of the main entrances passages landings and staircases of the Block (if any) as are usually so painted or decorated in the manner in which the same are at the

time of this demise painted or decorated or as near thereto as circumstances permit

- (7) That (if so required by the Tenant) the Council will enforce the covenants similar to those mentioned in Clause 3 hereof and set forth in the First Schedule hereto and to those contained in Clause 5 hereof entered into or to be entered into by the lessees or other flats comprises in the Block upon the Tenant indemnifying the Council against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Council shall reasonably require

7. IT is hereby declared as follows

- (1) If the rent 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 it shall be lawful for the Council at any time thereafter to enter upon the demised premises 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 Council in respect of any breach of the Tenant's covenants herein contained
- (2) That every wall separating the demised premises from any adjoining flat shall be a party wall severed medially and shall be included in the premises hereby demised as far only as the medial plane thereof
- (3) That the expression "Council" and "Tenant" where the context so admits includes their and his successors in title and that where the Tenant consists of two or more persons all covenants by and with the Tenant shall be deemed to be by and with such persons jointly and severally

- (4) Words importing the masculine gender shall be deemed and taken to include the feminine and the singular the plural unless the contrary as to number is expressed
- (5) That after due consideration with the Tenant and other owners and occupiers within the Block the Council may take such improvements to the Estate the Block and the demised premises or any part thereof that the Council from time to time deems necessary to improve the appearance structure safety security and efficient running of the Estate the Block and the demised premises or any part thereof SUBJECT TO the Tenant making a contribution (subject as aforesaid) in accordance with Clause 5(2) hereof.

8. IT is hereby 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 or value of the consideration other than rent exceeds the sum of Thirty Thousand pounds

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Tenant has hereunto set his hand the day and year first before written

FIRST SCHEDULE
RESTRICTIONS IMPOSED IN RESPECT OF THE FLAT

- (1) Not to use the demised premises nor permit the same to be used for any purpose whatsoever other than as a private dwellinghouse in the occupation of one family only nor for any purpose from which a nuisance can arise to the owners lessees or occupiers of the other flats in the Block or in the neighbouring nor for any illegal or immoral purpose
- (2) Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance of any flat in the Block or may cause an increased premium to be payable in respect thereof

- (3) Not to deposit scatter or throw dirt rubbish rags or other refuse or permit the same to be so placed in the sinks baths lavatories cisterns or waste or soil pipes in the demised premises or in or on the common parts of the Block and the Estate and to deposit all dirt rubbish rags or other refuse in the proper receptacles provided therefor in the Block or on the Estate (if any).
- (4) No musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind shall be played or used nor shall any singing be practised in the demised premises so as to cause annoyance to the owners lessees and occupiers of any of the other flats comprised in the Block or so as to be audible outside the demised premises between the hours of 11.00 pm and 7.00 am
- (5) No name writing drawing signboard plate or placard of any kind shall be put on or in any window or on the exterior of the demised premises or so as to be visible from outside
- (6) No bird dog or other animal shall be kept in the demised premises without the prior written consent of the Council
- (7) Not to decorate the exterior of the demised premises
- (8) No external wireless or television or other aerial or external attachment shall be erected by the Tenant on the demised premises or any part of the Block or the Estate
- (9) No garage shed greenhouse fence or other structure (whether permanent or temporary) shall be erected in the garden (if any) forming part of the demised premises without the prior written consent of the Council and that any such garden shall be kept and maintained in a neat and tidy condition

SECOND SCHEDULE
EASEMENTS RIGHTS AND PRIVILEGES

- (1) Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times

and for all purposes in connection with the permitted user of the demised premises to go pass and repass over and along the roads paths and forecourt (if any) within the Estate and through and along the main entrances and the passages landings and staircases (if any) in the Block

- (2) Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all tenantly purposes in connection with the permitted user of the demised premises to use any lift or elevator serving the Block complying at all times and in all respects with the instructions and regulations applicable thereto
- (3) Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) with or without motor cars and other vehicles at all time and for all purposes in connection with the permitted user of the demised premises to go pass and repass over and along the roads (if any) leading to the Block and within the Estate
- (4) Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) to use the forecourt gardens and lawns in the Estate for the purpose of quiet enjoyment only (but not for the purpose of playing games or for any other purpose likely to cause offence or constitute a nuisance to other owners or lessees) and to have access thereto over the footpaths of the Estate
- (5) The right to subjacent and lateral support and to shelter and protection from other parts of the Block
- (6) The free and uninterrupted passage and running of water and soil gas television and electricity from and to the demised premises through the sewers drains and watercourses cables conduits pipes and wires

which now are or may at any time during the term hereby created be in under or passing through the Estate and the Block or any part thereof

- (7) The right for the Tenant with servants workmen and others at all reasonable times upon giving three days' previous notice in writing (or in the case of emergency without notice) to enter into and upon other parts of the Block for the purpose of (i) repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or (ii) repairing and maintaining and carrying out permitted alterations or other building works to the demised premises or any part of the Block giving subjacent or lateral support shelter or protection to the demised premises in either case causing as little disturbance as possible and making good any damage caused
- (8) Subject to Clause 6(7) hereof the benefit of the restrictions contained in the leases of the other flats comprised in the Block granted or to be granted
- (9) All the above easements rights and privileges are subject to and conditional upon the Tenant's contributing and paying as provided in Clause 5(2) and the Fourth Schedule to this lease
- (10) The right (subject to the Tenant's contributing and paying his proper share of the cost of erection maintenance and running of the aerials hereinafter referred to, such share to be determined by the Council) to connect any wireless or television set in the demised premises with any aerials for the time being provided by or on behalf of the Council PROVIDED that nothing herein contained shall oblige the Council to provide any such aerials
- (11) Full right and liberty for the Tenant and all persons authorised by him (in common with all others entitled to the like right) at all times and for all purposes in connection with the permitted user of the demised

premises to use the stores shown coloured yellow on Plan Number 1 and Plan Number 2 hereto annexed PROVIDED that should the Council require the said stores in connection with any future redevelopment of the Estate or the surrounding area or for any purpose whatsoever then upon one month's written notice to the Tenant this right shall immediately determine

THIRD SCHEDULE
EXCEPTIONS AND RESERVATIONS

There is excepted and reserved out of this lease to the Council and the owners and lessees of the other flats comprised in the Block

- (1) Easements rights and privileges over along through and in respect of the demised premises equivalent to those set forth in paragraphs 5, 6 and 7 of the Second Schedule to this lease
- (2) Power for the Council and its duly authorised surveyors or agents with or without workmen and others upon giving three days' previous notice in writing (or in case of emergency without notice) at all reasonable times to enter the demised premises for the purpose of carrying out their obligations under Clauses 6 and 7 of this Lease
- (3) The right to erect and maintain such wireless and television aerials within the roof space of the Block as the Council may deem appropriate for the use of the occupiers of the Block and to run wires connecting such aerial or aerials to the receiving sets in the flats via the conduits provided

FOURTH SCHEDULE
SERVICE CHARGE
COST EXPENSES OUTGOINGS AND MATTERS IN
RESPECT OF WHICH THE TENANT IS TO CONTRIBUTE

- (1) All costs and expenses incurred by the Council for the purpose of complying or in connection with the fulfilment of their obligations under

sub-clauses (4) (5) and (6) of Clause 6 of this lease and all costs and expenses that may be incurred by the Council in improving the Estate the Block and the demised premises in accordance with sub-clause (5) of Clause 7 of this Lease

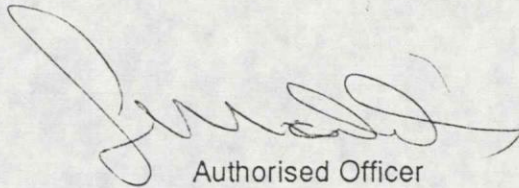
- (2) The cost of periodically inspecting maintaining overhauling repairing and where necessary replacing the whole or any part of any heating and domestic hot water systems serving the Block and any lifts lift shafts and machinery therein
- (3) The cost of the oil electricity or other fuel required for the boiler or boilers (if any) supplying the heating and domestic hot water system serving the Block and the electric current for operating the passenger lift (if any)
- (4) The cost of the provision maintenance and renewal of any service or facility or any part thereof which the Council may provide for the benefit of the Estate the Block or the demised premises including without prejudice to the generality thereof the provision of a janitor and/or concierge and accommodation therefor and any security system including entry phone or controlled access facility
- (5) The cost of collecting the rents of the flats in the Block in respect of which the Council have granted or during the said term grant a lease in similar terms to these presents an the general management of the Estate and the Block
- (6) All fees and costs incurred in respect of the provision of any certificate of account and of accounts kept and audits made for the purpose hereof
- (7) All rates taxes and outgoings (if any) payable by the Council in respect of the common parts of the Block and the roads paths forecourts and gardens of the Estate

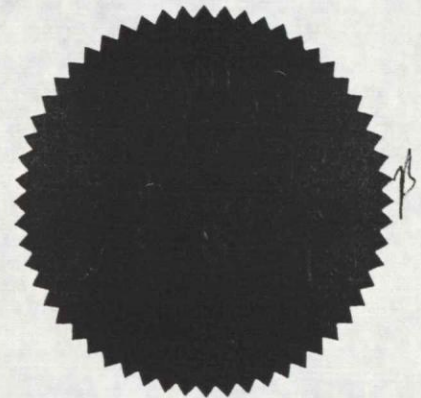
THE COMMON SEAL of WIRRAL

BOROUGH COUNCIL was

hereunto affixed in the

presence of:


Authorised Officer



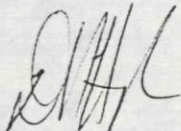
NUMBER IN SEAL BOOK -21055-

SIGNED AS A DEED

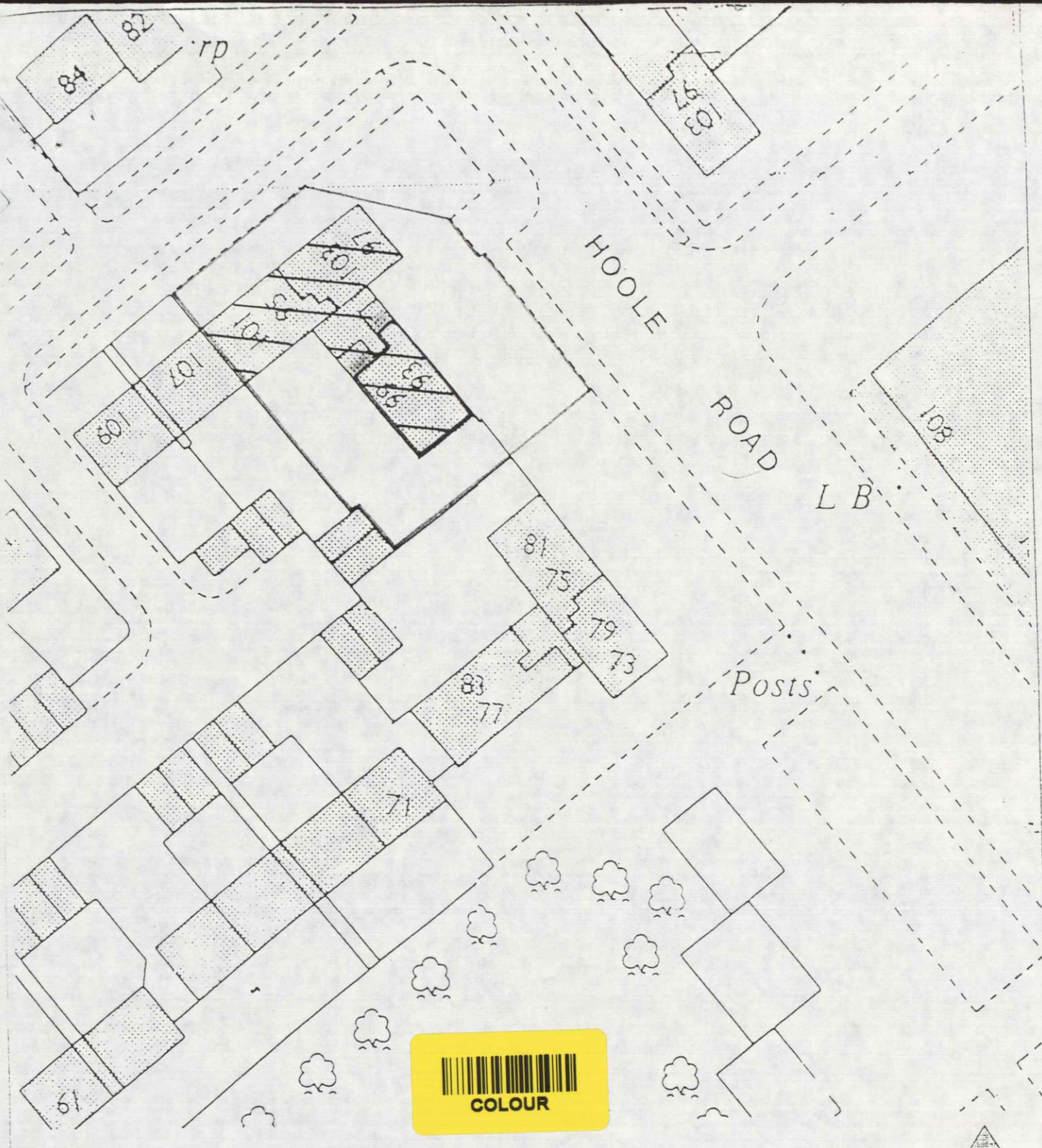
by the said ETHEL MAY FOSTER

in the presence of:

E. M. Foster



Solicitor
Prenton.



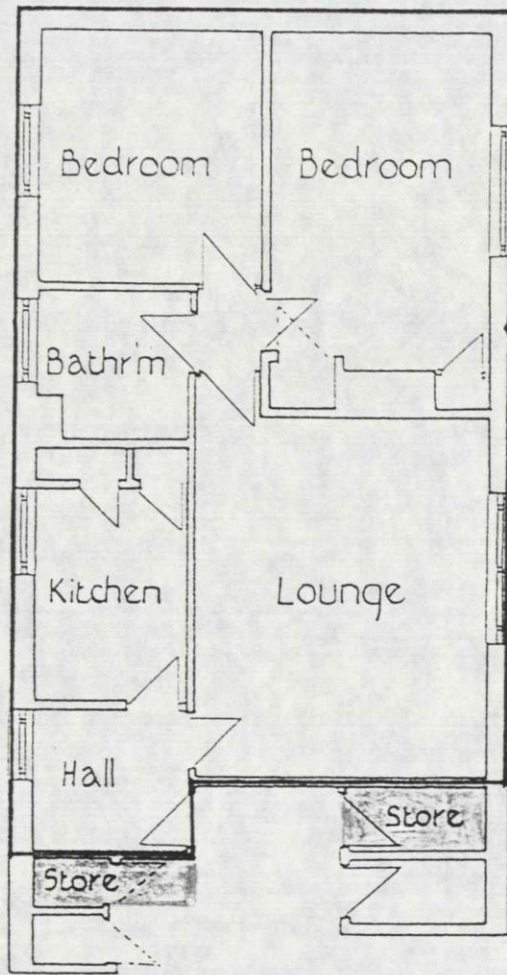


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93 Hoole Road, Woodchurch	Drawn :	Tel. : 051 - 638 7070 ext.
	Date : 9.5.91	Drawing No. : 7745/91
68 SE	Scale : 1:500	R.T.B. : 11923
 Metropolitan Borough of Wirral Department of Property Services	I.A. Johnston, FRIBA, FCI Arb. Director Municipal Offices, Brighton Street, Wallasey, L14 8ED	

PLAN 1



Ground Floor



93, Hoole Road,
Woodchurch

Drawn : J.

Tel. :051.638.7070

Date : 17. 7. 91

Drawing No. : PS / 0645

Scale : 1 : 100

R.T.B.

11923



Metropolitan
Borough of Wirral

Department of Property Services

I.A. Johnston, FRIBA, FCI Arb.
Director

Municipal Offices, Brighton Street, Wallasey. L44 8ED

PLAN 2