



Lessor (the receipt whereof the Lessor hereby acknowledges) and of the ground rent hereinafter reserved and the covenants stipulations and conditions hereinafter contained and on the part of the Lessee to be paid performed and observed

WITNESSETH as follows:-

1. The Lessor hereby demises unto the Lessee ALL THAT flat being Flat numbered \_\_\_\_\_ located on the \_\_\_\_\_ floor of the block of the building which is known as Sussex Heights St. Margaret's Place Brighton in the County of Sussex aforesaid (the situation of which said flat is for the purposes of identification only shown on the floor plan hereto annexed and thereon coloured red) including (a) all walls enclosing the flat (but in the case of an external wall of the buildings only the interior face of such wall and in the case of any dividing wall between the flat and any other flat or flats in the Buildings only one-half of such wall severed vertically) (b) the ceilings and floors (including the floor structures of the flat other than the main beams thereof) (c) the gas electrical water and sanitary apparatus now or hereafter installed in and belonging exclusively to the flat and all other the Landlords fixtures and fittings therein (d) all conduits pipes wires and cables carrying or conveying gas electricity water soil television-aerial-lead telephone ventilation and such like carried in the floors screeds ceilings walls or ducts incorporated with the Flat and which are not used by or for any other flat whether in common with the Flat hereby demised or otherwise (all of which said premises are hereinafter called "the demised premises") AND ALSO TOGETHER with the rights easements and privileges specified in the Second Schedule hereto but EXCEPT AND RESERVING as specified in the Third Schedule hereto TO HOLD the demised premises and the rights easements and privileges aforesaid (except and reserved as aforesaid) unto the Lessee for a term of One hundred and Twenty-five years calculated from the twenty ninth day of September One thousand nine hundred and sixty-six SUBJECT to the burden of the covenants already entered into by the Lessor with the Lessee of any other part or parts of the Buildings for the performance and observance of the Regulations YIELDING AND PAYING therefor during the said term the yearly ground rent THIRTY FOUR POUNDS 88 (£34.88) without any deduction whatsoever by equal half-yearly payments in advance on the Twenty-fifth day of March and the Twenty-ninth day of September in every year the first of such payments (being a proportion payment) to be made on the execution hereof for the period to the day of \_\_\_\_\_ next AND ALSO YIELDING AND PAYING by way of further or additional rent such sum or sums as shall be due from the Lessee by way of contribution to the annual maintenance cost under the provisions of Clause 4 of this Lease.
2. THE Lessee so as to bind the Lessee for the time being of the demised premises and so that this covenant shall enure for the benefit and protection of the Buildings and the other flats and/or flats therein and any part or parts thereof respectively HEREBY COVENANTS with the Lessor and the Lessee for the time being of the other flats and/or flats in the Buildings that the Lessee and the persons deriving title under the Lessee will at all times hereafter observe and perform the Regulations set out in the First Schedule hereto.
3. The Lessee HEREBY COVENANTS with the Lessor as follows:-

- (1) To pay the said ground rent hereby reserved on the days and in manner aforesaid by Bankers Standing Order.
- (2) From time to time and at all times during the said term to pay and discharge all rates taxes duties charges assessments and outgoings whatsoever (whether parliamentary parochial local or of any other description) which are now or may hereafter be assessed charged or imposed upon or payable in respect of the demised premises or the owner or occupier in respect thereof.
- (3) From time to time and as often as occasion shall require during the said term at the Lessee's own expense well and substantially to renew repair uphold support maintain cleanse amend and keep in good and substantial repair and condition the demised premises (damage by fire and other accidents against which the Lessor has agreed to insure under the provisions of Clause 5 (vi) hereof only excepted) including without prejudice to the generality of the foregoing keeping in repair and replacing when necessary all glass in the windows and doors and window frame catches and fastenings and the gas electrical water sanitary and heating apparatus and all other the Landlord's fixtures and fittings and also the tank cylinder and cistern and all conduits pipes wires cables and ducts and any other things installed for the purpose of supplying water (hot and cold) gas electricity telephone television aerial or ventilation or for the purpose of draining any water and soil or for allowing the escape of steam or other deleterious matter from the demised premises in so far as such conduits pipes wires cables and ducts or other things are installed or used only for the demised premises and not also for any other part of the Buildings PROVIDED ALWAYS that the Lessee of any flat (other than a ground floor flat) shall not do any work of repair or renewal to a floor thereof without giving notice to the occupier of the flat immediately below his flat of his intention so to do stating the details of the work intended to be done so that the occupier of such lower flat may take such precautions as he may consider necessary for the protection of the ceilings of such lower flat and if any damage shall be caused to such lower flat in the execution of any such works the Lessee shall at his own expense make good the same to the reasonable satisfaction of the Lessee or occupier of such lower flat.
- (4) In the year One thousand nine hundred and seventy-one and in every subsequent fifth year of the term hereby granted and in the last three months thereof (whensoever and howsoever determined) to paint all the inside of the demised premises usually or properly to be painted such painting to be done with two coats at least of good oil paint in a workmanlike manner and also at such times to paper grain varnish cleanse and decorate such portions of the interior of the demised premises are usually so treated.
- (5) Not without the previous written consent of the Lessor to make or allow to be made any structural alteration in the plan elevation or appearance of the demised premises nor make any addition thereto nor cut maim alter or injure any of the walls or timbers thereof nor erect or remove any internal partition for dividing rooms.
- (6) That the Lessee will at his own expense obtain all Licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Lessee on the

flat or any part thereof or any user thereof during the said term and will pay the reasonable fees costs and charges of the Solicitors and Surveyors for the time being of the Lessor in relation to any planning inspection or approval or otherwise in connection therewith and will keep the Lessor indemnified in respect of any breach or non-observance thereof.

- (7) At all times during the said term at the Lessee's own expense to do and execute all such works as are or may be under or by virtue of any Act or Acts of Parliament or bye-law of the Sanitary Local or other competent Authority for the time being directed to be done or executed at any time during the term in respect of the demised premises whether by the Lessor Lessee or occupier thereof.
- (8) To permit the Lessor or its Surveyor or agents twice or oftener in every year during the said term during reasonable hours in the daytime with or without workmen and others to enter the demised premises to view the state of repair and condition thereof (and at any time or times during the last seven years before the end or sooner determination of the term hereby granted to take an inventory of the fixtures therein) and of all defects decays and wants of reparation and decoration then and there found and which the Lessee shall be liable to make good under the covenants herein contained to give or leave upon the demised premises notice in writing to the Lessee AND that the Lessee will within the period of two calendar months after such notice (or sooner if requisite) repair and make good the same according to such notice and the covenants in that behalf hereinbefore contained and will permit the Lessor to enter and inspect the same on completion thereof.
- (9) That if the Lessee shall at any time make default in the performance of the covenants on the part of the Lessee hereinbefore contained for or relating to the repair and decoration of the demised premises the Lessee will permit the Lessor (but without prejudice) to the right of re-entry hereinafter contained) to enter upon the demised premises and repair and decorate the same at the Lessee's expense in accordance with the said covenant and the expenses of such repairs and decoration shall be paid by the Lessee to the Lessor but this covenant shall in no way release the Lessee from his liability to execute such repairs and decorations.
- (10) To permit the Lessor and the owners lessees or occupiers of adjoining or adjacent premises in the Buildings and their respective agents and workmen at reasonable hours in the daytime but only after due notice (except in emergency) to enter upon the demised premises for the purpose of executing repairs or alterations to or upon adjoining or adjacent premises such persons as aforesaid making good or making full compensation to the Lessee for all damage thereby done to the demised premises.
- (11) Forthwith to repair and make good at the Lessee's own expense any damage (other than damage covered by the insurance policy effected by the Lessor in accordance with the provision in that behalf hereinafter contained) to the entrance way entrance hall staircase landings passages and other common parts of the Buildings caused by the Lessee or the Lessee's family servants invitees or licensees or by any other person under the control of the Lessee in such manner as the Lessor shall direct and to its complete satisfaction in all respects.

- (12) (i) (a) Not to assign transfer underlet or part with possession of part of the demised premises.
- (b) Not at any time during the last twenty-one years of the said term to assign transfer underlet or part with possession of the demised premises as a whole without the previous consent in writing of the Lessor such consent subject to the provisions of paragraphs (ii) and (iii) of this Clause not to be reasonably withheld.
- (c) Not at any time to grant any Underlease of the demised premises as a whole for a term which shall include the last twenty-one years of the said term or any part of such last twenty-one years without the previous consent in writing of the Lessor such consent subject to the provisions of paragraphs (ii) and (iii) of this Clause not to be unreasonably withheld.
- (ii) Not at any time during the term hereby granted to underlet or permit the demised premises to be underlet at a rent lower than that hereby reserved.
- (iii) To cause to be inserted in every Underlease (or in lieu of such a covenant the Lessor may in its absolute discretion require a separate Deed to be executed at the Lessee's expense so as to give effect hereto):-
  - (a) A covenant by such underlessee with the Lessor to observe and perform all the covenants and conditions (except as to payment of rent) herein contained with a condition permitting re-entry by the Lessor in case of any breach of the said covenants or conditions except as aforesaid.
  - (b) All the covenants and conditions herein contained or referred to and on the part of the Lessee to be observed and performed.

(13) The Lessee will forthwith upon every underletting of the demised premises and upon every assignment or transfer thereof (whether absolute or by way of mortgage or charge or otherwise) and upon grant of probate or letters of administration affecting the term hereby granted and upon the devolution of any such term under any assent or other instrument or otherwise howsoever or by any Order of the Court give to the Lessor or its Solicitors for the time being notice in writing of such underletting assignment transfer grant assent or order with full particulars thereof and of the name quality and place or places of abode of such underlessee or underlessees or the person or persons in whom the term hereby granted shall have become vested as aforesaid and will produce to the Lessor or to its Solicitor every such document as aforesaid and will pay to the Lessor the fee of Three Guineas for the registration of the notice.

(14) To pay all costs charges and expenses (including legal costs and fees payable to the Lessor's Surveyor) incurred by the Lessor in or contemplation of any proceedings under Sections 146 and 147 of the Law of Property Act 1925 in respect of the demised premises notwithstanding forfeiture is avoided otherwise than by relief granted by the Court and also to pay all costs charges and expenses incurred by the Lessor in relation to the preparation and

service of a Schedule of Dilapidations at the expiration or sooner determination of the term hereby granted (including legal costs and fees payable to the Lessor's Surveyor).

(15) The Lessee will at all times during the said term take all steps reasonably necessary to prevent the bursting overflowing or stopping up of any tank cylinder cistern bath water closet basin pipe drain or other sanitary or water apparatus in the demised premises and in particular on any occasions when the demised premises may be left unoccupied or untenanted and that (with the exception of such damage or loss as is covered by the policy or policies of insurance effected by the Lessor in accordance with the provision in that behalf contained in sub-clause (vi) of Clause 5 of this Lease) the Lessee will at the Lessee's own expense make good any damage or loss caused to the demised premises or any other flat in or part of the Buildings by reason of any bursting overflowing or stopping up of any such water apparatus as aforesaid and indemnify and keep indemnified the Lessor and the persons deriving title under the Lessor from and against the cost of making good any such damage or loss as aforesaid and against any claims made by the Lessee or occupier of any other flat in the Buildings in respect of any such damage or loss.

(16) Not to do or permit or suffer anything to be done which may render any increased or extra premium payable for the insurance of the demised premises or other parts of the Buildings or other adjoining adjacent or neighbouring premises of the Lessor including the premises situate below the Buildings or which may render void or voidable any policy for such insurance and to repay to the Lessor any increased or additional premium that may become so payable and all expenses rendered necessary by reason of any breach of this covenant committed by the Lessee.

(17) That the Lessee will at the determination of the term however caused peaceably yield up to the Lessor the said flat so painted repaired cleansed maintained amended and kept as aforesaid together with all fixtures and fittings additions and improvements therein and the keys thereof in accordance with the Lessees covenants hereinbefore contained.

(18) That the Lessee will during the six months immediately preceding the expiration or sooner determination of the said term allow the Lessor to affix and to retain without interference upon any part of the said flat a notice for reletting the same and during the said six months to permit all persons authorised by the Lessor or its agents at reasonable times of the day upon appointment being made to view the premises.

(19) That the Lessee will forthwith give notice to the Lessor of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Lessee or any further under-Lessee of the flat and if so required by the Lessor will produce the same and make or join in making such applications and representations in respect thereof as the Lessor may reasonably require.

(20) That the Lessee will indemnify and keep indemnified the Lessor from and against all and every claim either from Lessees of the other flats in the buildings or from any other persons arising in connection with the use and occupation of the said flat by the Lessee.

4. IT IS HEREBY MUTUALLY COVENANTED by and between each of them the Lessor and the Lessee for themselves and their respective successors in title

As follows:-

- (i) On or before the twenty-fourth day of June One thousand nine hundred and seventy and on or before the anniversary thereof in every succeeding year during the continuance of the term hereby granted the Lessor shall send to the Lessee an account (hereinafter called "the Maintenance Account") showing the annual maintenance cost as hereinafter defined for the year ending on the previous thirty-first day of March.
- (ii) As from and including the twenty-ninth day of September One thousand nine hundred and seventy the maintenance charge shall be an annual sum equal to 0.9 per centum of the annual maintenance cost as hereinafter defined.
- (iii) On the said twenty-ninth day of September One thousand nine hundred and seventy and on every subsequent twenty-fifth day of March and Twenty-ninth day of September in every year in advance throughout the residue of the said term the Lessee shall pay to the Lessor by way of maintenance charge such sums as shall represent one half of the Lessee's contribution (calculated as aforesaid) in respect of the annual maintenance costs as hereinafter defined for the year ending on the previous thirty-first day of March as shown in the last preceding maintenance account.
- (iv) The annual maintenance cost as from the twenty-ninth day of September One thousand nine hundred and seventy shall be the total of all sums actually expended by the Lessor during the period to which the relevant maintenance account relates in connection with the management and maintenance of the Buildings and in particular but without limiting the generality of the foregoing shall include the following:-
  - (a) the costs of and incidental to the performance and observance of each and every covenant on the Lessor's part contained in sub-clauses (ii) (iii) (iv) (v) and (vi) of Clause 5 of this Lease.
  - (b) the costs of and incidental to compliance by the Lessor with every notice regulation or order of any competent local or other authority in respect of the Buildings or any part or parts thereof.
  - (c) all fees charges expenses and commissions (but not including fees charges expenses or commissions on or in connection with letting or sales of any of the flats or other premises comprised in the Buildings or the collection of ground rents payable by any lessee thereof) payable to any agent or agents whom the Lessor may from time to time employ for managing and maintaining the Buildings.
  - (d) all fees charges and expenses payable to any solicitor accountant surveyor valuer or architect or other professional or competent advisor whom the Lessor may from time to time reasonably employ in connection with the management and/or maintenance of the Buildings (but not in connection with collection of ground rents payable by any lessee thereof) and in or in connection with enforcing the performance observance and compliance by the Lessee and all other lessees of flats or flats in the Buildings or their obligations and liabilities under this Clause 4 including the preparation of the maintenance account and the collection of maintenance charges.

(v) In addition to the items of cost and expenditure mentioned or referred to in sub-clause (iv) of this Clause 4 there shall be included in the annual maintenance cost commencing with the year ending the thirty-first day of March One thousand nine hundred and seventy such sum as the Lessor's Managing Agents or Surveyors shall reasonably consider desirable to be retained by the Lessor by way of a Reserve Fund as reasonable provision for such of the costs expenses outgoings and other matters mentioned or referred to in sub-clause (v) of this Clause as are not of a regularly recurrent annual nature PROVIDED THAT the amount standing to the credit of such Reserve Fund and being not then appropriated to meet liabilities actually incurred nor specifically appropriated to meet the cost of periodic expenditure on redecorating the exterior of the Buildings or the common parts or on replacement of any furniture equipment or apparatus in the common parts shall be brought into account by way of deduction in calculating the annual maintenance cost for the year ending on the Thirty-first day of March One thousand nine hundred and seventy-four and for each successive seventh year calculated therefrom.

(vi) The Lessor will use its best endeavours to maintain the Annual Maintenance Cost at the lowest reasonable figure consistent with the due performance and observance of its obligations herein but the Lessee shall not be entitled to challenge any maintenance account nor to object to any item of expenditure therein on the ground that the materials works or services in question might have been provided or performed at a lower cost.

(vii) Within twenty-eight days after receiving a Maintenance Account the Lessee shall be entitled on giving reasonable previous notice and paying an appropriate fee to a certificate by the Lessor's auditors for the time being that all items included in the maintenance account have been properly expended as provided for under the provisions relating thereto in this Lease.

5. The Lessor HEREBY COVENANTS with the Lessee as follows:-

(i) That the Lessor will (as to any flat or flats in the Buildings which after the completion of the erection thereof shall be in the possession of the Lessor or which may come into its possession by the determination of the Lease of any flat or flats at all times during the term hereby granted observe and perform the Regulations and that the Lessor will require every person or persons to whom the Lessor shall hereafter grant a Conveyance Lease or Tenancy Agreement of any flat or flats in the Buildings to observe and perform the Regulations and will duly obtain in any such Conveyance Lease or Tenancy Agreement the execution by the grantee lessee or tenant of a covenant in like terms to Clause 2 of this Lease.

(ii) That the Lessor will when and as necessary repair cleanse repaint redecorate support and renew:

(a) The roofs the gutters pipes conduits and all other the drains and other devices for conveying rain-water from the Buildings.

(b) The main structure and external elevation of the Buildings including in particular (but not by way of limitation) the foundations and exterior walls thereof.

(c) The passages staircases landings entrances lifts and all other parts of the Buildings (including the ceilings thereof) together with the furniture furnishings fixtures and fittings in or about the same enjoyed or used by the Lessee (or

available for such enjoyment or use by him) in common with the other lessees or occupiers of the Buildings.

- (d) The gas and water pipes conduits ducts sewers drains and electric wires and cables (including television and radio wiring and aerials) and all other the gas water sewerage drainage electric and ventilation installations in under or upon the Buildings and enjoyed or used by the Lessee in common with the other lessees or occupiers of the Buildings but excluding such installations and services as are incorporated in and exclusively serve the demised premises.
- (e) The boundary walls and fences of the buildings or appertaining thereto.

PROVIDED THAT the Lessor shall not be responsible (except at the cost of the Lessee) for carrying out any repairs or redecorations which are rendered necessary by reason of any act neglect or default of the Lessee or the Lessee's family servants invitees or licensees.

- (iii) That the Lessor will (so far as practicable) keep cleansed reasonably lighted and in tidy condition the passages staircases entrances lifts and all other parts of the Buildings enjoyed or used by the Lessee in common with the other lessees or occupiers of the Buildings and will provide for all windows on the common parts of the Building to be cleaned from time to time and will also use its best endeavours to maintain and keep the lifts in proper working order and condition PROVIDED ALWAYS that the Lessor shall not be liable to the Lessee for any failure or in interruption of such services (including without prejudice to the generality hereof any failure interruption or breakdown of the lifts serving the buildings) due to circumstances beyond the reasonable control of the Lessor AND PROVIDED FURTHER that the Lessor may alter or modify the services referred to in this sub-clause and the number of the staff and servants referred to in sub-clause (v) of this Clause 5 if by reason of any change of circumstances during the term hereby granted such alteration or modification is reasonably necessary or desirable in the interest of good estate management or for the benefit of the occupiers of the Buildings.
- (iv) That the Lessor will pay and discharge all rates taxes duties assessments charges and outgoings whatsoever whether parliamentary parochial local or of any other description (if any) which now are or during the said term shall be assessed charged or imposed on or payable in respect of any part or parts of the Buildings enjoyed or used by the Lessee in common with the other lessees or occupiers of the Buildings.
- (v) That the Lessor will pay and discharge the wages and salaries of all staff and servants reasonably required for (a) carrying out of works of maintenance cleansing repair and other work to the parts of the Buildings used by the Lessee in common with the other lessees occupiers of the Buildings and (b) the carrying out of such other duties authorised by the Lessor as are usually performed in a block of flats and which (in the opinion of the Lessor) are necessary for the proper running and management of the flats in the buildings but so that nothing herein contained shall render the Lessor liable for any act default or omission of any such employee as aforesaid.

- (vi) That the Lessor will at all times during the said term (unless such insurance shall be vitiated by any act or default of the Lessee or the owner lessee or occupier of any other premises comprised in the Buildings) insure and keep insured the Buildings (including the demised premises) and the Lessors fixtures and fittings furnishings apparatus and chattels in and about the Buildings to the full replacement value thereof (as from time to time determined by the Lessor's Surveyor) in such insurance office of repute as the Lessor may select against loss or damage by fire and such other risks and in such sum as the Lessor shall from time to time determine including Architect's and Surveyor's fees in connection with any reinstatement and against the loss of three years' ground rent and that the Lessor will pay all premiums necessary for the aforesaid purposes and will whenever reasonably required so to do produce to the Lessee the policy or policies of such insurance and the receipt of the last premium for the same AND further that in case of destruction of or to the Buildings (including the demised premises) or any part or parts thereof the Lessor will as soon as reasonably practicable expend and lay out all moneys received in respect of such insurance in or towards the repair rebuilding or reinstatement of the demised premises or other the part or parts of the Buildings so destroyed or damaged.
- (vii) That the Lessor will not part with its interest in the Buildings without obtaining from the grantee or purchaser of such interest or from other persons deriving title under the Lessor a covenant enforceable so far as may be by the Lessee for the time being of the demised premises to conform and comply with the obligations hereinbefore by this Lease imposed on the Lessor and on obtaining such a covenant the Lessor shall cease to be personally liable for such obligations.

6. THE Lessor HEREBY FURTHER COVENANTS with the Lessee that the Lessee paying the rent hereby reserved and observing and performing all the covenants and conditions herein contained and on the part of the Lessee to be observed and performed shall and may peaceably and quietly process and enjoy the demised premises during the said term without any lawful interruption or disturbance by the Lessor or any person or persons claiming under or in trust for the Lessor.

7. PROVIDED ALWAYS that if the ground rent hereby reserved or any part thereof or any of the further or additional sums set forth or referred to in sub-clauses (2) (9) (11) (14) and (16) of Clause 3 and in Clause 4 of this Lease shall at any time be unpaid for the space of twenty-eight days after the same shall have become due (whether the same shall have been legally demanded or not) or in the case of any breach non-performance or non-observance of any of the Lessee's covenants herein contained then and in any of the said cases it shall be lawful for the Lessor (notwithstanding the waiver of any previous right of re-entry) to enter into and upon the demised premises or any part thereof in the name of the whole to repossess the same as of its former estate and thereupon he term hereby created shall absolutely cease and determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants on the part of the Lessee herein contained.

8. PROVIDED FURTHER and it is hereby agreed and declared that neither the Lessee nor any other occupant of the demised premises shall acquire any right of light or air any other right over any adjoining adjacent or contiguous land or premises.
9. PROVIDED FURTHER and it is hereby agreed and declared that the Lessor shall not be liable or responsible for any inconvenience injury accident or damage which may at any time be suffered by the Lessee (either personally or in respect of the Lessee's family or any agent employee servant invitee or licensee of the Lessee) and whether by reason of any act neglect or default of the Lessor or any servant of the Lessor or of any other lessee or through any defect in any fixture fitting pipe wire guttering drain cable staircase or other thing in or about the Buildings or any part thereof (included the demised premises) unless the Lessor shall have been given previous written notice of such defect by the Lessee and shall have failed to remedy the same within a reasonable period PROVIDED THAT in respect of liability to any third party this exclusion shall have effect only in respect of sums in excess of the amount of the insurance effected by the Lessor pursuant to the provisions of clause 5 (vi) hereof AND PROVIDED FURTHER that the Lessor shall not be liable in respect of any damage or loss caused to the demised premises through the bursting overflowing or stopping up of any tank cylinder cistern bath Water Closet basin pipe drain or other sanitary or water apparatus in any part of the Buildings (including the demised premises) apart from such damage or loss as is covered by the policy or policies of insurance effected by the Lessor in accordance with the provisions in that behalf contained in sub-clause (vi) of Clause 5 of this lease.
10. IN this Lease words importing the masculine gender only shall include the feminine gender and shall where appropriate also apply to a company or corporation and words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expression "the Lessee" covenants made by the Lessee shall be deemed to be made by such persons jointly and severally.
11. SECTION 196 of the Law of Property Act 1925 (relating to the service of notices) shall apply to these presents.
12. 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 (other than rent) exceeds Seven thousand pounds.

IN WITNESS whereof the Lessor has caused its Common Seal to be hereunto affixed and the Lessee has set his hand and seal the day and year first above written.

THE FIRST SCHEDULE above referred to

THE REGULATIONS

1. Not to carry on any profession trade manufacture or business or hold any sale by auction in the demised premises or occupy the same or any part thereof or permit or suffer the use or occupation of the same or any part thereof for any unlawful immoral noisy or noxious purposes nor to do or allow to be done in or upon the demised premises or in or about any part of the Buildings any act or thing which may annoy or tend to cause annoyance nuisance damage or danger to the Lessor or any of the other lessees or occupiers of any part of the Buildings or the owners or occupiers of any nearby or adjacent property or which may injure or tend to injure the character thereof for residential purposes but to keep and use the demised premises as and for a single private residence in the occupation of one family only.
2. Not to affix or place any writing drawing sign placard board or signboard advertisement or notice of any description whatsoever (including without prejudice to the generality hereof notices displaying that the demised premises or any part thereof are "To Let" "For Sale" "Sold" or the like) on the windows or the outside of the walls or doors of the demised premises or any part thereof or upon any other part of the Buildings.
3. Not to collect or accumulate or permit to be in the demised premises any offensive or inflammable material or thing or erect or fit any stove or do or suffer any act or thing which may render invalid any insurance of the Buildings or may cause an increase or extra premium to be or become payable in respect thereof.
4. Not to use or permit or suffer to be used in the demised premises any piano pianola radio or television set loudspeaker gramophone record player tape recorder or any mechanical or other instrument or contrivance of any kind or any washing machine spin dryer refrigerator or other machine of any kind in such manner as to cause nuisance or annoyance to the Lessees or occupiers of other flats in the Buildings nor (in such manner as aforesaid) to practise or permit or suffer the practice of singing in the demised premises and in particular:
  - (a) Not to use or permit to be used in the demised premises at any time any such instrument or machine which stands on the floors of the demised premises unless the same be stood upon insulators made of rubber or other suitable sound deadening material.
  - (b) Not to use or permit to be used any such instrument or machine aforesaid (other than a refrigerator) nor practise or permit the practise of singing or the playing of any piano pianola radio television set loudspeaker gramophone record player tape recorder or other instrument between the hours of eleven p.m. and seven a.m.
5. To clean the inside and outside of all windows of the demised premises at least once a month.
6. Not to allow or allow to be kept any dog or other animal or bird in the demised premises.
7. Not to place or deposit or suffer to be placed or deposited any articles or thing in any part of the Buildings the use of which is common to the Lessee and the lessees or occupiers of other parts of the Buildings nor to do or permit to be done any act or thing whatsoever in or about the demised premises or the Buildings which may be or become dangerous or a nuisance or cause scandal or annoyance to the Lessor or the neighbourhood and in particular not to obstruct or permit or suffer to

- be obstructed the entranceways staircases landings and passages of the Buildings or the paths forecourts driveways and grounds appertaining thereto.
8. Not to permit any safe or other article weighing more than two hundredweight to be brought into the flat without the Lessor's written consent.
  9.
    - (a) The Lessee when using the common parts of the Buildings shall at all times do so as quietly as possible and in particular between the hours of 11 p.m. and 7 a.m. and during those hours shall take special care quietly to close the doors of the Lessee's demised premises and the entrance doors of the block in the Buildings in which the Lessee's demised premises are situated and shall not at any time cause any disturbance or annoyance to the lessees or occupiers of other flats in the Buildings and
    - (b) To keep the entrance door to the flat closed except when necessarily opened for the purpose of entering or leaving the flat.
  10. Not to shake or allow to be shaken or beaten any mats or carpets outside the demised premises and not to throw or allow to be thrown anything out of the windows.
  11. Not to permit anything and in particular any laundry to be hung or spread out in any part of the cartilage or grounds of the Buildings or from any window or balcony or other exterior part of the demised premises so as to be visible from any part of the Buildings or any adjoining property nor to place or permit to be placed any flower pot or other article on any exterior window sill (except well-secured and well-kept window boxes of a type size colour and design previously approved by the Lessor or its Agents.)
  12.
    - (a) To deposit rubbish and refuse only in the refuse bins provided by the Lessor for that purpose such refuse bins to be placed in a place designated by the Lessor between the hours nominated by the Lessor only.
    - (b) To maintain in good condition the refuse bin provided by the Lessor and replace it if it be lost or stolen.
  13. Not to allow any person or child under the Lessee's control to loiter or play in the entranceways staircases landings passages paths forecourts driveways and grounds of the Building so as to be a nuisance or annoyance to the Lessor or to lessees or occupiers of other flats in the Buildings.
  14. Not to hold or permit to be held any political or religious meeting in the demised premises or any part of the Buildings nor to use the same for the giving of dancing music or singing lessons.
  15. Not to fix any radio or television aerial to any part of the exterior of the demised premises or of the Building Provided Always that the Lessee shall be entitled to use the radio and television aerial system installed in the block of the Buildings of which the demised premises form part on terms however that the Lessee shall make no connection thereto personally but shall apply to the Lessor's Radio and Television Contractors to make such connections thereto as the Lessee shall reasonably require. No fee shall be payable by the Lessee for the initial connection to and use of the said radio and television aerial but if any equipment or materials shall be required for the purposes of connecting up the Lessee's radio and/or television set with the said aerial the cost thereof shall be borne by the Lessee.

16. To arrange at the Lessee's own cost for the suppression of all electrical equipment used by the Lessee at the demised premises so as to prevent interference with radio and television in other flats in the Buildings.
17. Not to permit or suffer any wastage or overflow of water at the demised premises nor to permit or suffer any water or other liquid to soak through the floors.
18. Not to permit or suffer dirt rubbish rags or other refuse to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the demised premises.
19. To furnish and keep furnished all windows of the demised premises with suitable curtains.
20. To keep the floors of the demised premises (except the kitchen bathroom and Water Closet) covered with carpet and underfelt or with such other effective sound-deadening floor covering materials as shall previously be approved by the Lessor's Agents.
21. Not to use or permit to be used in or about the demised premises or any part thereof any heaters which burn paraffin or other similar fuel oil nor instal any type of heater of a like nature without first obtaining the Lessor's written consent.
22. To observe such other rules and regulations from time to time (either in addition to or by way of variation of or substitution for these Rules and Regulations or any of them) as the Lessor may deem necessary or expedient for the management care and cleanliness of the Buildings and for securing the safety comfort and convenience of all the occupiers of and visitors to flats comprised in the Buildings.

THE SECOND SCHEDULE above referred to  
RIGHTS EASEMENTS AND PRIVILEGES GRANTED TO THE LESSEE

1. The right (in common with the Lessor and all persons deriving title under or authorised by the Lessor and the Lessees for the time being of the other flats in the Buildings and all other persons now or at any time hereafter having the like right) for the Lessee his servants invitees and licensees to use in accordance with the Regulations the entranceway entrance hall staircases landings passages lifts and fire-escapes (if any) in the block of the Buildings in which the demised premises are situated.
2. The right of passage and running of gas electricity water television aerial lead telephone cables ventilation ducts sewage soil and surface water from and to the demised premises through the pipes wires conduits and drains in or under or upon the Buildings or any part thereof with power for the Lessee with servants workmen and others all reasonable times on giving reasonable notice (except in emergency) to enter into and upon adjoining or adjacent flats in the part of the Buildings in which the demised premises are situated for the purpose of inspecting cleansing maintaining repairing or renewing any pipes wires conduits and drains which exclusively serve the gas electrical water and sanitary apparatus now or hereafter installed in and belonging to the demised premises the Lessee or other the person or persons exercising such power forthwith making good any damage caused thereby.
3. The right of subjacent and lateral support of the demised premises and to shelter and protection from those parts of the Buildings not hereby demised and from the site thereof together with all other rights and easements or quasi-rights and quasi-easements enjoyed by the demised premises at the date hereof over under or in respect of any other part of the Buildings including rights for the Lessee with servants workmen and others at all reasonable times on giving reasonable notice (except in

emergency) of access to and entry upon adjoining or adjacent flats in the part of the Buildings in which the demised premises are situated for the purpose of performing any obligation of the Lessee under the covenants on the part of the Lessee contained in this Lease (where such access and entry shall be necessary for the performance of such obligation) the Lessee or other the persons or person exercising such rights doing thereby as little damage as possible to the adjoining or adjacent flat or flats or other the part or parts of the Buildings so entered upon and forthwith making good or making full compensation for any damage done.

4. The benefit (in common with the Lessor and other persons entitled thereto) of every covenant or agreement entered into by the Lessee or occupier of every other flat or garage in the Buildings with the Lessor for the performance and observance of the Regulations applicable thereto.
5. All the above rights easements and privileges are subject to and conditional upon the Lessee contributing and paying as provided in Clause 4 of this Lease.

THE THIRD SCHEDULE before referred to

#### EXCEPTIONS AND RESERVATIONS

1. There is excepted and reserved out of this demise unto the Lessor and the persons deriving title under the Lessor and Lessees or occupiers for the time being of other flats in the Buildings and all other persons authorised by the Lessor.
  - (a) The right of passage and running of gas electricity water television aerial lead telephone cables ventilation ducts sewage soil and surface water from and to the parts of the Buildings not hereby demised through the pipes wires conduits drains and gutters which now are or may at any time hereafter be in on under or passing through the demised premises with power for the Lessor its servants and workmen at all reasonable times on giving reasonable notice (except in emergency) to enter the demised premises for the purpose (except in emergency) to enter the demised premises for the purpose of inspecting cleansing repairing renewing or altering the said pipes wires conduits drains or gutters the Lessor or other the person or persons exercising such power making good any damage caused thereby.
  - (b) The right to subjacent and lateral support by the demised premises and to shelter and protection by the demised premises for the other part of the Buildings in which the demised premises are situated together with all other rights and easements or quasi-rights and quasi-easements enjoyed by the Lessor in respect of the Buildings or by the lessee of any other flat in the Buildings over or in respect of the premises hereby demised including the rights of such other lessee as aforesaid of access to and entry on the demised premises at all reasonable times on giving reasonable notice (except in emergency) for the purpose of performing any obligations under the covenants contained in any lease or underlease of any other flat for the time being subsisting (where such access and entry shall be necessary for the performance of such obligation) the person exercising such rights doing thereby as little damage to the demised premises as may be and forthwith making good or making full compensation for any damage done.

- (c) Full and free right of entry on the demised premises for the Lessor and its Agents with or without workmen and others at all reasonable times on giving reasonable notice (except in emergency) for the purpose of performing any of the Lessor's obligations under this Lease or carrying out any other work to the Buildings doing thereby as little damage to the demised premises as may be and forthwith making good or making full compensation for any damage done.
- (d) The right at any time hereafter to rebuild develop alter or use the Buildings or any adjoining or neighbouring land or buildings according to such plans (whether as to height extent or otherwise) and in such manner as the Lessor shall think fit notwithstanding that the access of light or air to or any other easement for the time being appertaining to or enjoyed with the demised premises or any part thereof may be obstructed or interfered with or that the Lessee might otherwise be entitled to object to by reason of such rebuilding alteration or use.
- (e) The right at any time for the Lessor to decorate or re-decorate (to the exclusion of the Lessee whose obligations under Clause 3 (4) hereof shall not be deemed to extend hereto) the outside face or faces of the wall or walls of the demised premises which divide the same from and form part of the common parts of the buildings.

THE COMMON SEAL OF A.V.P. )  
PROPERTIES LIMITED was )  
hereunto affixed in the )  
presence of: )

Director

Secretary

DATE

19

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A.V.P. PROPERTIES LIMITED

-to-

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L E A S E

of Flat No.

Sussex Heights

St.Margaret's Place, Brighton, Sussex.

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Term commences -

For Years -

Term Expires -

Ground Rent - £ per annum  
Plus maintenance

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