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THIS DEED OF LEASE is dated the

day of 20__

1. In this Lease the words in the first column bear the meanings in the second column:-

The Council THE CITY COUNCIL OF NORWICH of City Hall Norwich NR2 1NH

The Lessee

The Act the Housing Act 1985 as amended by the Housing and Planning Act 1986

The Building the buildings at Norwich shown for identification edged red on the plan annexed to this Lease

The Property the numbered on the floor of the Building together with the stored on the ground floor shown for identification coloured pink on the plan annexed to this Lease including:-

(a) the doors windows glass frames cords shutters and fasteners thereof and balcony (if any)

(b) the electrical cables wires and associated fittings and equipment from the meter serving the Property whether the same be wholly within the Property or not

(c) the water pipes tanks and associated fittings and equipment from the stop tap serving the Property whether the same be wholly within the Property or not

(d) the gas pipes and associated fittings and equipment from the meter serving the Property whether the same be wholly within the Property or not

(e) the heating and domestic hot water systems and all appliances boilers flues pipes tanks radiators and associated fittings and equipment and insulating materials serving the Property whether the same be wholly within the Property or not and

(f) the waste and soil pipes to the point of entry into common services

(All items referred to in paragraphs (b) to (f) above being limited to such items used exclusively in connection with the Property)

AND IT IS HEREBY AGREED AND DECLARED

(1) in the vertical plane the Property consists of all external walls and where a wall is not external but divides the Property from an adjoining flat or other area such wall shall be a party wall severed medially

(2) in the horizontal plane the Property consists of:-

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- (a) the ceilings up to but not including the joists beams rafters or other thing to which the ceilings are attached and
- (b) the floor finishes

The Estate	the Council's housing estate as shown for identification edged blue on the Plan annexed to this Lease
The Term	125 years from the day of 2005 less that part of the term that has expired prior to the date hereof
The Price	£.....
The Discount	and it is recorded that the Discount which the Lessee has received was £.....
The Rent	(i) £10.00 per annum payable in advance on the first day of April in each year and so in proportion for any period less than a year (ii) the sums payable from time to time in accordance with Clause 4(3) hereof

2. The Council acknowledges receipt of the Price from the Lessee and in pursuance of the Act the Council demises to the Lessee (who has duly exercised the statutory right to buy) the Property for the Term at the Rent

The Council implements the sale by granting a lease.

3. The Property is leased together with the rights privileges and other matters specified in Schedule A so far as the Council can demise the same and subject to the rights privileges and other matters specified in Schedule B [and the restrictive covenants and incumbrances specified in Schedule E] and together also with and subject to all such other rights and easements (if any) as now or previously used and enjoyed by or over the Property or which but for unity of ownership would have been so used and enjoyed by or over the Property

The Council agrees that the leaseholder and the Council will have similar rights and privileges to those they enjoyed as landlord and tenant as detailed in Schedules A and B.

4. The Lessee covenants with the Council:-
You agree to the following:-

(1) to pay the Rent at the times and in the manner aforesaid
You will pay the annual £10.00 Ground Rent when the invoice is issued

(2) to pay the rates taxes assessments outgoings and impositions whatsoever whether parliamentary or parochial or of any other similar description which now are or during the Term shall be imposed or charged on the Property or the owner or occupier in respect thereof including the proportion properly attributable thereto of such of the same as may be payable in respect of the Estate or any part or parts thereof in accordance with the Act (such proportion to be determined by the Council's Housing

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Manager or such other officer of the Council as shall be appropriate) any dispute arising as to the proportion properly attributable to the Property to be settled by arbitration in accordance with the provisions of the Arbitration Act 1950 (as amended or re-enacted from time to time)

You will pay all running costs of your use and occupation of the flat

(3) without prejudice to the provisions of Paragraphs 16B C and D of Schedule 6 of the Act and Sections 18 to 30 of the Landlord and Tenant Act 1985 to pay such sums of Service Charge as are payable in accordance with the provisions of Schedule C

You will pay the service charges

(4) subject to Clause 6(9) to keep the interior of the Property in good repair (including decorative repair)

You will keep the inside of the flat/maisonette in a good state of repair and well decorated. If there are items of disrepair it is your responsibility to remedy them.

(5) to allow the Council to enter the Property after previous reasonable notice and at a reasonable time to inspect the same

You will let a Council officer or contractor inside the flat/maisonette to inspect the state of repair/decoration as long as reasonable notice has been given

(6) to carry out any works necessary to remedy any breach of the repairing covenants in (4) specified in written notice from the Council within a reasonable time of service of such notice

You will carry out any repairs/decoration requested by the Council following inspection.

(7) not to do or permit the doing of any act which may result in the avoidance of any usual insurance on the Building or the Property whether or not the Building or the Property is for the time being insured and to repay on demand any increased premium resulting from any act done or permitted by or omission of or omission permitted by the Lessee

You will not do anything which means an insurance claim would not be paid and, if this did happen, to pay any extra premium required

(8) not to make any structural alterations or structural additions to the Property or any part thereof nor to make any alterations or additions to any of the items referred to in Paragraphs (b) to (f) in the definition of the Property in Clause 1 of this Lease without the previous written consent of the Council's Housing Manager or such other officer of the Council as shall be appropriate (such consent not to be unreasonably withheld or delayed) and to ensure that all work carried out in connection with any such alteration or addition is carried out in a proper and workmanlike manner and in accordance with and in compliance with approved standards

You will not make any changes, including windows, doors, walls, extensions, without getting the Council's permission and, if permission is granted, to make sure any work is done according to the Council's specified standards

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- (9) to permit the Council and the Council's Housing Manager or such other officer of the Council as shall be appropriate agents workmen and others with or without tools and equipment at all reasonable times after previous written notice has been given (except in case of emergency) to enter into and upon the Property or any part or parts thereof for the purposes of carrying out all works which the Council may be liable or require to do to or upon the Property or the Building or to or upon any adjoining or neighbouring premises the Council making good all damage occasioned thereby
You will let the Council carry out any work that it is responsible for after reasonable notice has been given
- (10) to comply forthwith at the Lessee's own expense with any Act of Parliament or regulations made thereunder now or hereafter to be passed or any nuisance sanitary or other statutory notice lawfully served by any local or public authority either upon the Council or the Lessee with respect to the Property so far as it is not inconsistent with the Council's covenants herein contained and the provisions of the Act and to keep the Council effectually indemnified against all proceedings costs expenses claims and demands in respect thereof
You will comply with all laws and regulations and any notice issued by a proper authority. Otherwise, if the Council suffers loss as a result you may be liable to compensate the Council.
- (11) To produce for the purpose of registration to the Council's Head of Legal Services within one calendar month after any such document or instrument as is mentioned below shall be executed or shall operate or take effect or purport to operate or take effect a certified copy of every assignment or transfer or mortgage or charge of this Lease or of the Premises and also a certified copy of every probate letters of administration order of court or other instrument affecting or evidencing or devolution of title as regards the Term and for such registration to pay the Council's Head of Legal Services proper legal costs for each such document or instrument so produced
You will make sure the proper notice is sent to the Council's Legal Department within one month to inform them of any change in ownership or mortgage or other charge on the property and pay a fee to do so.
- (12) To pay the Council all costs charges and expenses (including solicitors counsels and surveyors fees and costs) which may be properly incurred by the Council incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under Sections 146 and 147 of that Act notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court whether the same be served during or after the expiration or sooner determination of the Term (but relating in all cases to such works of repair that accrued not later than the expiration or sooner determination of the Term)
If the Council has to take enforcement proceedings under the lease against you, you will have to pay the Council's costs of doing so.

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- (13) to report to the Council forthwith any item of disrepair for which the Council is liable to repair
You will tell the Council of any repairs that need doing
 - (14) to maintain in good order and condition the boundary walls fences or hedges (if any) along the boundaries of the Property as are marked "T" inwards (if any) on the plan annexed to this Lease
You will adequately maintain any fences, fences etc. which form the boundary of your property.
 - (15) at the expiration or sooner determination of the Term to peaceably surrender and yield up to the Council the Property and all additions thereto in such good and substantial repair decoration and condition as shall be in accordance with the covenants on the part of the Lessee herein contained
Once the lease expires, you will promptly give the flat/maisonette back to the Council in a good state of repair
 - (16) jointly with the other occupiers of the flats on the floor of the Building served by the lobbies serving the Property to clean the lobbies on that floor of the Building and the staircases leading to that floor from the floor below
You will clean the shared areas (and staircases leading down) along with the other residents on the same floor
5. The Lessee covenants with the Council as Lessor and also for the benefit of the remainder of the Building and each part of the Building and of the Estate and each part of the Estate:-
You further agree to the following restrictions: -
- (1) not without the previous written consent of the Council (such consent not to be unreasonably withheld):
 - (a) to carry on or suffer or permit to be carried on any mode of business upon the Property nor use the same or suffer or permit the same to be used otherwise than as a private residence
You will not run any business from the flat/maisonette or use it for any other purpose than a private residence without written permission from the Council
 - (b) to cut or permit to be cut or damage any load bearing or party walls or timbers of such dwelling or to remove any part thereof
You will not make any alterations to any walls within the property
 - (c) to erect on or attach to or permit or suffer to be erected on or attached to the exterior of the Property any aerial structure thing or apparatus whether fixed or portable in connection with or relating to a wireless television or similar installation
You will not attach any items such as TV aerials or satellite dishes.
 - (2) not to do or permit or suffer to be done in or upon the Property or the Estate any illegal or immoral act or anything which may be or become a nuisance or annoyance or cause damage to the Council or the owners or occupiers of the

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other flats on the Estate and any neighbouring premises and not to place or deposit or permit suffer or allow the placing or depositing of any petrol or dangerous items or substances on or in the Property or the Building or the Estate
You will not do anything illegal, immoral or that will cause a nuisance or danger to the Council or neighbours

- (3) not to deposit dirt rubbish rags or other refuse or permit or suffer the same to be deposited into the sinks baths lavatories cisterns or waste or soil pipes in the Property or the remainder of the Building

You will not put rubbish or other items in sinks, baths, toilets or other drains

- (4) not to obstruct any parts of the Building or the Estate or deposit any dust rubbish or litter thereon

You will not obstruct any part of the building or estate or leave rubbish there

- (5) not to affix display or paint or permit or suffer to be affixed or displayed or painted to or on any part of the exterior of the Property or to or on any part of the interior of the Property so as to be visible from the exterior any placard poster sign or advertisement whatsoever (except a notice relating to the sale or letting of the Property which shall be placed inside the Property so as to be visible from the exterior) nor to change or permit or suffer to be changed the exterior appearance of the Property

You will not display notices or signs on the interior or exterior of the flat/maisonette except for sale/to let notices that must be put on the inside of the window

- (6) not without the previous written consent of the Council (such consent not to be unreasonably withheld or delayed) to erect on or attach to or permit or suffer to be erected on or attached to the exterior of the Property any aerial structure thing or apparatus whether fixed or portable in connection with or relating to a wireless television or similar installation

You will not erect any aerial or receiver dish without the permission of the Council

- (7) not to place or suspend or permit or suffer to be placed or suspended any excessive weight on or from the floors ceilings or walls of the Property or set up upon the Property any machinery engine or other apparatus other than the usual domestic appliances

You will not have any excessive weight in the flat or have any machinery other than normal domestic appliances

- (8) that no musical instrument radio television or other apparatus shall be played or used nor shall any singing be practised in the Property so as to cause annoyance to the Council and the owners or occupiers of other flats in the Building or so as to be audible outside the Property between the hours of 22.00 and 09.00

You will not play amplified music or sing in the Property at a volume that causes nuisance or is audible outside the Property between 22.00 and 09.00

6. The Council covenants with the Lessee as follows:-

The Council agrees to the following: -

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- (1) without prejudice to Clause 6(9) to keep in repair (including decorative repair) the structure and exterior of the Property and the Building including the gas water and other pipes mains cables wires appliances flues drains water and other apparatus forming part of or on in under or over the Building but used other than exclusively in connection with the Property and all drains gutters and external pipes (whether within the Property or not) and to make good any defects affecting that structure
The Council will keep the Building structure and services maintained, decorated and in good repair
- (2) to keep in repair any other property over or in respect of which the Lessee has rights as specified in Schedule A
See Schedule A.
- (3) in the event of the Council insuring the Property during the Term against loss or damage by fire tempest flood subsidence or any other cause against the risk of which the Council considers insurance to be appropriate having regard to Paragraph 14(3) of Schedule 6 to the Act to make all payments necessary under such policy and to produce to the Lessee on request the policies of such insurance and the receipt for every such payment
If the Council insures the Property against fire, storm, flood or subsidence, it will supply a copy of the insurance details including evidence of validity to you on request
- (4) (i) in the event of the Council insuring the Property as aforesaid to note the interest of the Lessee and any other party with an insurable interest in the Property who has given the Council written notice of such interest on the policy and
To note the interest of the leaseholder or any other interested party on the insurance policy. Interested parties could include your mortgage or secured loan provider, sub-let tenant, persons with the option to purchase etc.
(ii) if the Council (meaning the City Council of Norwich) shall not for the time being insure the Property to note the interest of any party with an insurable interest in the Property who has given the Council written notice of such interest
If the Council elects to self-insure, they will note your interest or any other interested party. Interested parties could include your mortgage or secured loan provider, sub-let tenant, persons with the option to purchase etc.
and in either event to give such party written notice of any non-payment of rent or breach of any of the covenants by the Lessee in this Lease
The Council will advise your mortgage company if the Ground Rent is not paid or any covenant is breached.
- (5) to rebuild or reinstate the Property and the Building in the case of destruction or damage by fire tempest flood subsidence or any other cause against the risk of which it is normal to insure

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The Council will rebuild/reinstate the Property/Building in the event of its destruction by an insurable risk

- (6) to ensure that every Lease of any flat in the Building is in substantially in a similar form to this Lease and in particular to require every person to whom it shall hereafter grant a Lease of any flat or maisonette on the Estate to covenant to observe the restrictions and stipulations specified in Clauses 4 and 5 of this Lease and to use its best endeavours to see that such covenants are observed and to enforce (if so required by the Lessee) such covenants by action in the Courts subject in that case to the Lessee 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 may reasonably require

The Council will ensure that all leases issued in the same Building look substantially similar and that all leaseholders on the Estate will have the same responsibilities.

If covenants are not observed, the Council will do its best to enforce them, through court if necessary, and you will reimburse the Council any costs incurred

- (7) to insure and keep insured the Property and the Building during the Term against loss or damage by fire tempest flood subsidence or any other cause against the risk of which it is normal to insure in its full reinstatement or replacement value with an insurer of repute and whenever required to produce to the Lessee the policy or policies of such insurance and the receipt for the last premium for the same and will in the event of destruction or damage by fire tempest flood subsidence or any other cause against the risk of which it is normal to insure as soon as reasonably practicable cause all monies received or payable by virtue of such insurance to be laid out in repairing rebuilding or reinstating the Property and the Building PROVIDED that this covenant shall not apply so long as the reversion immediately expectant on this Lease remains vested in the City Council of Norwich

As long as the Council is landlord, to keep the Building and Property insured and to repair, rebuild or reinstate the Building and the Property as soon as possible

- (8) that the Lessee shall have quiet enjoyment of the Property as against the Council and all persons claiming title through the Council

The Council will only contact you in connection with its reasonable business

- (9) to ensure so far as practicable that the services to be provided by the Council as specified in Schedule D are maintained at a reasonable level and to keep in repair any installation connected with the provision of such services

The Council will maintain the services supplied under Schedule D in good repair and operating at a reasonable level

7. If at any time the whole or any part of the Rent is unpaid for one month (whether or not formally demanded) or there is any breach of any of the covenants by the Lessee in this Lease the Council in addition to any other right may repossess the Property and this Lease shall then immediately terminate without affecting the Council's rights in respect of any breach of covenant

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If the Ground Rent (£10 per annum) remains unpaid for a month or any of the covenants are broken, the Council may repossess the Property.

- 8.(a) The Lessee for himself and his successors in title hereby covenants with the Council to pay to the Council such sum (if any) as the Council may demand in accordance with section 155A of the Housing Act 1985 on the occasion of the first relevant disposal (other than an exempted disposal) which takes place within the period of five years from the date hereof
A proportion of the discount allowed when the Property was bought must be repaid to the Council if it is sold in the first 5 years of ownership.
- (b) The Lessee hereby covenants with the Council that until the end of the period of ten years beginning with the date hereof the Lessee will make no relevant disposal of the property (which is not an exempted disposal) unless the prescribed conditions (as defined in section 156A(3) of the Housing Act 1985) have been satisfied in relation to that or a previous such disposal
The Council must be offered the first opportunity of buying the Property if it is sold within the first 10 years of ownership
- (c) The Council and the Lessee hereby apply to the Chief Land Registrar to enter on the Register of the Lessee's title such other the rights easements exceptions reservations covenants conditions and stipulations or other matters herein contained as are capable of registration together with a notice of the covenants contained in Clauses (a) and (b) hereof (repayment of the discount and the Council's right of first refusal)
You and the Council agree to have registered with the Land Registry your title and all the relevant land rights and obligations contained in this lease.
9. The Lessee covenants with the Council to observe and perform and to indemnify the Council against any liability for breach of the restrictive covenants specified in Schedule E so far as the same are still operative and affect the Property]
You must comply with the relevant restrictions specified In Schedule E
10. IT IS HEREBY AGREED AND DECLARED as follows:-
- (1) any notice decision direction approval authority permission or consent required or permitted to be given hereunder shall be sufficiently given or served on the Lessee if signed by the Executive Head of business Relationship Management of the Council or such other officer of the Council as shall be appropriate for the time being and left addressed to the Lessee at the Property or forwarded to the Lessee by special delivery post and shall be sufficiently served on the Council if signed by the Lessee and left addressed to the Council's Executive Head of business Relationship Management at the City Hall Norwich or forwarded to the Council's Executive Head of business Relationship Management or such other officer of the Council as shall be appropriate by registered or recorded delivery post and any notice etcetera given or served by post as aforesaid shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent

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Notices to you must be signed by a Council officer and will be delivered by post to your correspondence address

- (2) for the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local authority and the rights powers duties and obligations of the Council under any public or private statutes byelaws orders and regulations may be fully and effectually exercised in relation to the Property so far as necessary or reasonable as if this Lease had not been executed by it and in particular the approval of the Council for any of the purposes hereinbefore mentioned shall not be deemed to be an approval under the buildings regulations town planning law or otherwise and vice versa

Your landlord is not only a landlord but a public body with wider duties and responsibilities.

- (3) subject to Clause 6(6) nothing herein contained or implied shall impose or be deemed to impose any restriction on the user of any premises not comprised in this Lease or to prevent the release or modification of any covenant agreement or condition entered into by any Lessee or tenant of the Council in respect of premises not comprised in this Lease or to prevent or restrict in any way the development of any land not comprised herein

Nothing in the lease affects other land owned by the Council except as relevant to other leases on the Estate and in the Building

- (4) the Lessee shall not be entitled to any easement or rights of light and air or otherwise (except as by this Lease expressly granted) which would or might interfere with the use of any adjoining or neighbouring land belonging to the Council for building or any other purpose

You cannot acquire more rights than are granted in the lease.

- (5) that the expression 'the Council' shall where the context so admits include the persons or body for the time being entitled to the reversion immediately expectant on the determination of the Term

If the Council ceases to be the landlord, the new landlord will take on responsibilities under this lease as "the Council".

- (6) that the expression 'the Lessee' shall where the context so admits include the Lessees successors in title and assigns and where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally

"The Lessee" who takes on responsibility under this lease is the person or people registered at the Land Registry.

- (7) that where the context so admits the singular includes the plural and the masculine includes the feminine and vice versa

The wording of your lease refers to you as a single man. In law, this is interpreted according to your situation e.g. more than one person, female, etc.

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- (8) the Council and the Lessee hereby apply to the Chief Land Registrar to enter on the Register of the Lessee's title such of the rights easements exceptions reservations covenants conditions and stipulations and other matters herein contained as are capable of registration together with a notice of the covenant contained in Clause 8 hereof
- You and the Council agree to have registered on your title all the relevant land rights and obligations contained in this lease.

IN WITNESS whereof the Council has caused its Corporate Seal to be hereunto affixed and the Lessee has signed this Deed the day and year first before written

SCHEDULE A
(Rights Granted)

The provision and maintenance of these communal rights is chargeable

- (a) rights in accordance with Part 1 of the Sixth Schedule to the Act of:-
- (i) support for buildings or any part of a building
 - (ii) access or light and air to buildings or any part of a building
 - (iii) the passage of water and gas (or other piped fuel)
 - (iv) the drainage and disposal of water sewage smoke or fumes
 - (v) the use or maintenance of the pipes and other installations for the said passage drainage and disposal specified in (iii) and (iv)
 - (vi) the use or maintenance of cables and other installations for the supply of electricity the use of any telephone or the receipt directly or by landline of visual or other wireless transmission

All to the extent that the same are necessary as specified in Paragraph 2(2) of the said Sixth Schedule

- (b) the right in common with the Council and all others entitled thereto :-
- (i) to pass and repass on foot or with bicycles motor bicycles (not under mechanised power) perambulators wheel-barrows and like hand propelled vehicles over the pathways and passages on the Estate
 - (ii) to pass and repass with or without vehicles over the roads on the Estate
 - (iii) to park any car or van or similar vehicle not exceeding a gross laden weight of 3.5 tonnes within any communal car parking area or on any estate road as shall from time to time form part of the Estate provided that such parking shall not obstruct the Estate
 - (iv) to pass and repass on foot only over the lobbies stairways and landings and to use the lifts (if any) in the Building
 - (v) to the use and/or enjoyment of the drying areas and communal gardens and/or landscaped areas on the Estate

Provided that the exercise of all rights specified in this Schedule shall be subject to the payment of such sums of Service Charge as are payable in accordance with the provisions of Schedule C

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These Rights are subject to a reasonable service charge

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SCHEDULE B
(Rights Reserved)

Like rights to those specified in Paragraph (a) of Schedule A all to the extent that the same are necessary as specified in Paragraph 2(2) of the Sixth Schedule to the Act Provided that the exercise of all rights specified in this Schedule shall be subject to the payment of such sums of Service Charge as are payable in accordance with the provisions of Schedule C on a like basis to that specified in the proviso to Schedule A In the same way as the lessee has rights over the Council's retained property, estate, common parts etc for access, services, pipes, wiring etc, so the Council has the same rights over the flat for the same type of things - again most likely to be pipes, wiring etc. This applies largely to such things as are already in existence prior to purchase or in the preceding tenancy.

SCHEDULE C
(The Service Charge)

This explains the basis for charging and the charging mechanism

1. In this Schedule the words capitalised and underlined bear the meanings set out below them:-

The Council's Expenditure

The reasonable expenditure of the Council (including interest paid on any money borrowed for that purpose) :-

The expenditure of the Council must be reasonable and charges must be "reasonably incurred". This expenditure will include, where applicable, fees for items such as buildings insurance, ground rent, communal aerial, horticultural maintenance, estate cleaning, bin cleaning, lift maintenance, communal electricity and district heating. In addition this will include charges resulting from the Landlords obligation to keep the property in good repair, such as minor repairs, renewal works and improvements.

- (a) in complying with its obligations set out Clause 6(1) (2) and (9)
to keep in repair and maintain the Property and Building and to supply and maintain specified services
- (b) in respect of any improvements for which the Lessee is required to make an improvement contribution as defined by Section 187 of the Act and
To carry out improvements
- (c) (i) in keeping the Property insured in its full reinstatement or replacement value against loss or damage by fire tempest flood subsidence or any other cause against the risk (except against structural defects) of which it is normal to insure
to insure the Property

or

- (ii) if the Council shall not for the time being insure the Property a sum equal to the amount which the Council would in the opinion of the Council's Housing Manager or such other officer of the Council as shall be appropriate have paid by way of a reasonable premium under (c) (i) if it had so insured against the same risks with an insurer of good repute PROVIDED that any dispute as to the necessity or reasonableness of such expenditure referred to in (a) or (b) or the

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amount referred to in (c)(ii) shall be settled by arbitration in accordance with the Arbitration Act 1996 (as amended or re-enacted from time to time)

To self-insure the Property

Service Charge

Such percentage as shall from time to time be a fair share as determined by the Council's Housing Manager or such other officer of the Council as shall be appropriate of the Council's Expenditure attributable to the Property proportionate to the number and/or nature and/or size of the properties from time to time comprised in the Building and/or claiming to exercise or entitled to use the rights specified in Schedule A and/pr claiming the benefit of or entitled to use the services specified in Schedule D PROVIDED that any dispute over the fairness of the share or the number nature or size of the properties shall be settled by arbitration in accordance with the Arbitration Act 1996 (as amended or re-enacted from time to time)

Your service charges will be relevant to your particular Property and your communal charges will be calculated as a fair proportion of the communal Building and Estate costs.

Service Charge Instalment

a payment on account of Service Charge of £..... per quarter until service of the first Service Charge Statement and thereafter one quarter of the Service Charge shown on the Service Charge Statement last served on the Lessee

Payments under the lease will be made quarterly in advance.

Service Charge Statement

An itemised statement of:-

- (a) the Council's Expenditure for a year (or on the first and last occasion a shorter period) ending on the thirty-first day of March in every year of the term or on the last day of the Term (as the case may be) and
- (b) the amount of the Service Charge due in respect thereof (any apportionment necessary at the beginning or end of the Term shall be made on the assumption that the Council's Expenditure is incurred at a constant daily rate)
- (c) sums to be credited against that Service Charge being the Service Charge Instalments paid by the Lessee for that year or period and any Service Charge Excess from the previous year or period

accompanied by a certificate that in the opinion of the Council's Housing Manager or other officer of the Council as shall be appropriate preparing it the statement is a fair summary of the Council's Expenditure set out in a way which shows how it is or will be reflected in the Service Charge and is sufficiently supported by accounts receipts and other documents that have been produced to him

The annual service charge statement covers 1st April to 31st March and your credits will be incorporated. Apportionments will be calculated on a daily rate.

Service Charge Deficit

This document is intended for use as an example and the text in blue is provided for assistance and guidance only; and should be read in conjunction with the legal text. Purchasers or those acting on their behalf must check that the contents are correct

the amount by which the Service Charge shown on a Service Charge Statement exceeds any credits shown thereon

This is the amount still owing where instalments paid were not enough to cover the actual costs

Service Charge Excess

the amount by which any credits shown on a Service Charge Statement exceed the Service Charge shown thereon

This is the amount you are owed where instalments paid were more than the actual costs

2. The Council shall keep a detailed account of the Council's expenditure and shall procure that a Service Charge Statement is prepared for every such year or period and furnish the Lessee with a copy as soon as reasonably practicable at the end of every such year or period

The Council will send you a statement showing a breakdown of the actual costs as soon as possible after the end of each financial year on 31st March

3. The Lessee shall pay to the Council a Service Charge Instalment on the first day of April the first day of July the first day of October and the first day of January in every year of the Term

These are your quarterly payment dates

4. Forthwith upon service of the Lessee of the final Service Charge Statement the Lessee shall pay to the Council any Service Charge Deficit shown thereon

If your service charge statement shows you owe the Council money you must pay the balance

5. Forthwith upon service of the Lessee of the final Service Charge Statement the Council shall pay to the Lessee any Service Charge Excess shown thereon

If your service charge statement shows the Council owes you money, the Council will pay you the balance.

6. If and so often as the Council is requested under Section 21 of the Landlord and Tenant Act 1985 to supply information about the Council's Expenditure or the Service Charge compliance with that request shall be deemed to fulfil the duty hereunder of the Council to supply any information or accounts relating to the same period

The Council is obliged to supply information about its expenditure and service charge compliance on request.

SCHEDULE D

(Details of services provided)

The provision and maintenance of these communal services is chargeable

1. The provision maintenance repair and renewal of the lighting to the communal areas on the Estate [including the Building] and the electricity consumed in respect thereof.

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2. The provision of horticultural planting and maintenance of the communal gardens and landscaped areas on the Estate.
3. The provision maintenance repair and renewal of the lifts in the Building and the insurance thereof and electricity consumed in respect thereof.
4. The provision maintenance repair and renewal of the extractor fan and electricity consumed in respect thereof.
5. The provision maintenance repair and renewal of the lighting conductor
6. The provision maintenance repair and renewal of the water pump and electricity consumed in respect thereof.
7. The provision maintenance repair and renewal of any fire prevention equipment provided for the Building including any electricity consumed in respect thereof.
8. The repair and maintenance of dry risers in the building.
9. The provision maintenance repair and renewal of a standby generator.
10. The provision maintenance repair and renewal of the heating hot water and air extraction facilities and equipment provided in the Building and the fuel or electricity consumed in respect thereof.
11. The maintenance repair and renewal of the Boiler House.
12. The provision maintenance repair and renewal of the bin room provided for the benefit and use with the property.
13. The provision maintenance repair and renewal of the communal television aerial
14. The cleaning of the communal windows.
15. The provision maintenance repair and renewal of an entry phone system for the Building.
16. The maintenance repair and renewal of automatic vents to the Building.
17. The provision maintenance repair and renewal of a closed circuit television system for the Building and electricity consumed in respect thereof.
18. Testing of water services.
19. The insurance of the Building.
20. All reasonable costs incurred in caretaking services for the management control safety and security of the Estate [including the Building] including: cleaning graffiti removal and litter picking, monitoring and reporting of repair safety and security issues, maintaining the waste compound, monitoring and supervising the provision of the other services in this schedule, salary and other such costs, accommodation and holiday and other relief cover.
21. All reasonable overheads and administrative costs incurred by the Council in the management of the Estate [including the Building] and the provision of the services in this schedule.
22. any other service or amenity that the Council may in its reasonable discretion (acting in accordance with the principles of good estate management) provide for the benefit of the tenants and occupiers of the Building

SCHEDULE E

(Details of existing restrictive covenants and other incumbrances)

EXECUTED as a Deed by)
affixing the CORPORATE SEAL of)

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THE CITY COUNCIL OF NORWICH)
in the presence of :-)

Authorised officer

SIGNED AS A DEED by the said)
in the presence of:-)

SIGNED AS A DEED by the said)
in the presence of:-)

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DATED

2005

THE CITY COUNCIL OF NORWICH

- to -

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DEED OF LEASE

Relating to Number
Norwich

Legal Services
City Hall
Norwich NR2 1WB

Lease 3