

This Lease is made the day of 2010 BETWEEN
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
(hereinafter called "the Landlord") of the one part AND HYDE HOUSING
ASSOCIATION LIMITED of 30 Park Street, LONDON SE1 9EQ hereinafter
called ("the Tenant") of the other part.

Whereby it is agreed as follows:-

1. In this Lease the following expressions shall have the meanings and definitions set against them:-

- 1.1 The Premises: XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
- 1.2 The Building XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXX of which the Premises
forms part
- 1.3 The Rent: £XXXXXXXX per annum
- 1.4 The Term: 5 years commencing on the
day of 2010
subject to earlier determination as
hereinafter provided
- 1.5 Insured Risks: Fire lightning explosion aircraft
(including articles dropped therefrom)
subsidence land slip heave riot civil
commotion malicious persons
earthquake storm tempest flood
bursting and overflowing of water
pipes tank and other apparatus and
impact by any vehicles loss of rent
and such other risks as the Landlord
may consider necessary to insure
- 1.6 The Schedule
of Condition: The Schedule of Condition annexed
at the Third Schedule
- 1.7 The Tenant's
Surveyor The Surveyor who prepared the
Schedule of Condition or such other
Surveyor as the Tenant shall from
time to time specify for the purposes
of clause 5(4) hereof.

2. Demise

In consideration of the Rent paid by the Tenant to the Landlord, the Landlord with Full Title Guarantee demises to the Tenant the Premises TOGETHER WITH any rights or easements reasonably necessary for the proper use and enjoyment of the Premises to the Tenant with vacant possession for the Term YIELDING AND PAYING to the Landlord the Rent payable without deduction by equal monthly payments in arrears on the last day in every month and proportionately for any period of less than a month the first such payment being a proportionate sum in respect of the period from and including the date of this Lease to and including the last day of the month in which this Lease commences, such payment to be made fourteen days from the date of this Lease PROVIDED ALWAYS that if the Landlord shall default on his mortgage payments (if any) to any Mortgagee during the Term the Tenant may pay the Rent to such Mortgagee who shall give a good receipt on behalf of the Landlord.

3. The Tenant agrees with the Landlord as follows:-

- 3.1 To pay the Rent at the times and in the manner aforesaid.
- 3.2 That the sub-tenant will pay water rates and Council Tax imposed or charged during the Term upon or in respect of the Premises in addition to all charges for the consumption of gas, electricity and water imposed or charged during the term upon or in respect of the Premises, UNLESS the Landlord is responsible for payment of these charges.
- 3.3 To keep the interior of the Premises (other than internal load bearing walls and roof and floor joists but including floorboards and ceilings and plaster or other surface material applied to the interior faces of all load bearing walls) and window panes and window fastenings and Landlord's fixtures and fittings therein in good repair and proper working order PROVIDED that the Tenant's liability to repair under this clause shall not extend to:
 - 3.3.1 wants of repair occasioned by fair wear and tear to the Premises unless damaged by the Tenant, except Landlord's fixtures and fittings as listed in Schedule 1.
 - 3.3.2 any outbreak of dry or wet rot or any rising or penetrating damp howsoever arising or caused except in so far as any such outbreak or damp is caused by any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority; or

- 3.3.3 damage caused by an Insured Risk other than where the insurance money is irrecoverable in consequence of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority; or
- 3.3.4 any repairs or other works for which the Landlord is liable under clauses 4.2 to 4.6 of this Lease; or
- 3.3.5 the repair or replacement of those of the Landlord's fixtures and fittings as are listed in the First Schedule hereto are items which will not be repaired or reinstated by or at the expense of the Tenant at the end of the Term or on the earlier determination of this lease.

AND PROVIDED ALSO (for the avoidance of doubt) that the Tenant shall not be liable by virtue of this clause to decorate the Premises during the Term or keep the Premises or the Landlord's fixtures and fittings in a better state of repair than is evidenced by the Schedule of Condition and at the end of the Term or on the earlier determination of this Lease the Tenant will surrender and yield up the Premises with vacant possession thereof in a state and condition consistent with the proper performance of the Tenant's obligations under this Lease.

- 3.4 To inform the Landlord within seven working days of the Tenant becoming aware of any damage to the structure or exterior of the Premises or any other parts of the Premises which the Landlord is liable to repair.
- 3.5 To permit the Landlord and the Landlord's duly authorised agents upon giving reasonable previous notice in writing to the Tenant at all reasonable times to enter upon and to examine the condition of the Premises and to enter with such operatives and plant and equipment as may be necessary to execute repairs on the Premises and any adjoining premises belonging to the Landlord.
- 3.6 Not to assign or part with or share possession of the whole or part of the Premises save as set out in sub-clause 3.7 or to a local authority or registered Housing Association.
- 3.7 To use the Premises for the purpose of providing temporary housing accommodation to homeless persons upon assured shorthold tenancy agreements pursuant to the Housing Act 1988 save that if the Premises is assigned or sublet to a local authority in accordance with clause 3.6 then the local authority may grant non secure tenancies
- 3.8 To procure that the sub-tenants of the Tenant use the Premises for residential purposes only and do not use the Premises for

any illegal or immoral purpose or carry on any form of business on the Premises.

- 3.9 Not to cut maim or make any structural alterations or additions to the Premises save only as permitted by clause 3.10 of this Lease.
- 3.10 Not to make any internal non-structural alterations to the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 3.11 To permit the Landlord during the three months immediately preceding the determination of this Lease to affix and retain without interference upon any part of the Premises a notice for the sale or re-letting of the same and during the said three months to permit persons with written authority from the Landlord to view the Premises by appointment with the Tenant and the sub-tenants.
- 3.12 To keep the Landlord's fixtures and fittings (other than those of the Landlord's fixtures and fittings as are listed in the First Schedule hereto), extractors, aerials, entry-phone system, kitchen and bathroom fittings in working order, fair wear and tear accepted and to make good all damage thereto arising otherwise than from damage by an Insured Risk or reasonable and proper use.
- 3.13 To comply with the lawful requirements of any statutory or other competent authority save insofar as such requirements may be the responsibility of the Landlord under clauses 4.4 and 4.10 hereof.
- 3.14 The Tenant will pay the Landlord's Surveyor's and Solicitor's reasonable costs and charges expenses and fees arising out of the preparation and service of any notice under Section 146 of the Law of Property Act 1925, pursuant to clause 5.1 of this lease.
- 3.15 To procure that the sub-tenants of the Tenant cause no nuisance or annoyance to the Landlord its agents staff or tenants or the owners and occupiers of adjoining premises PROVIDED THAT if the Landlord provides substantive evidence that the sub-tenants of the Tenant or any other authorised occupant of the Premises is causing a nuisance or annoyance to the Landlord its agents staff or Tenants of the occupiers of any adjoining premises then the Tenant will use its reasonable endeavours to evict the said sub-tenant or occupant from the Premises.

3.16 The tenant will establish and maintain a service contract for the Gas Central Heating System and Gas Hot Water appliances at the premises (The Maintenance Contract) and to renew the Maintenance Contract for each year of the term, subject to the following:

- The Maintenance Contract is limited to a maximum total expenditure of £400 during each financial year (April 1st to March 31st)
- Any expenditure beyond £400 will be automatically deducted with 7 days notice from the landlord monthly rent payments.
- The tenant will notify the landlord in writing if the maintenance contractor is of the opinion that the gas boiler is beyond economic repair and the approximate cost of renewal.
- The landlord will have 7 working days from the tenants notification to renew the boiler using his own "Gas Safe" registered contractor and subject to the make of replacement boiler being one of the following – Valliant, Alpha, Worcester Bosch or Baxi, Potterton, Glowworm, Ideal or Viessman.
- The landlords contractor will issue a Commissioning Record
- The landlord will arrange for "CRHS" to inspect the work and issue a satisfactory "CP12" Gas Safety report.
- If the work is not completed within 7 working days, the Tenant reserves the right to notify the landlord that Hyde will be immediately arranging for the gas boiler to be renewed. The cost of renewal to be automatically deducted from the landlord monthly rent payment.
- "Notify" shall be deemed to mean by post, fax or email to the last know address we have on file.
- "Maximum maintenance expenditure" shall be deemed to mean all expenditure apart from costs incurred to include call out charges, due to or caused by the tenants misuse or inability to operate the system.

4. The Landlord agrees with the Tenant as follows:-

- 4.1 To pay all existing and future taxes and assessments and outgoings imposed or charged upon the Premises other than those to be borne by the Tenant under the terms of this Lease.
- 4.2 To keep the structure, roof and other exterior parts of the Premises and the common parts (if any) of the Building including the drains, gutters, external pipes, fences, gates and lifts (if any) serving the Premises in good and proper repair.

- 4.3 The maintenance and upkeep of any mature trees and/or large shrubs to remain the responsibility of the landlord.
- 4.4 To carry out any repairs for which liability is imposed upon the Landlord by the Landlord and Tenant Act 1985 Section II notwithstanding the provisions of Section 14 of that Act PROVIDED THAT if the Landlord shall fail to carry out its responsibilities under this clause or clauses 4.2, 4.5 or 4.6 within the priority periods specified in the Tenant's policy of repair and priorities as set out in The Second Schedule the Tenant shall be entitled to carry out any necessary works or repairs and shall be entitled to recover its proper and reasonable costs of so doing from the Landlord as a debt or by way of deduction from future Rent payments.
- 4.5 To keep in repair and proper working order and replace where necessary the installations in the Premises and the Building (if any) for the supply of water, gas and electricity and for sanitation (including basins, sinks, bathes and sanitary conveniences) to the extent only that such repair and renewal is not actually carried out under the Maintenance Contract.
- 4.6 To keep in proper working order and replace when necessary the installation in the Premises for the space heating and hot water to the extent only that such renewal is not actually carried out under the Maintenance Contract, Clause 3.16
- 4.7 Immediately before the execution of this Lease to provide the Tenant with a copy of the Landlords Gas Safety Record (CP12), issued by Hyde's Contractor CRHS, in respect of the installations in the Premises for the supply and use of gas
- 4.8 Immediately before the execution of this Lease to procure an inspection and certificate of the installations in the Premises for the supply and use of electricity by Hyde's NICEIC contractor Evans and Shea and provide a copy of the certificate to the Tenant stating that such installations are satisfactory
- 4.9 To insure and keep insured the Building against loss or damage by the Insured Risks to the full reinstatement value of the Building and to produce to the Tenant on demand a copy of the policy of insurance and the receipt or receipts for the premiums in respect thereof and to expend all monies received by virtue of such insurance in rebuilding and reinstating the Building or (as the case may be) replacing the Landlord's fixtures and fittings so damaged or destroyed and to make up any deficiency out of his own monies
- 4.10 That the Tenant, paying the Rents and complying with its obligations under this Lease, shall peacefully hold and enjoy the

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Premises during the Term without any interruption by the Landlord or any person rightfully claiming under trust for the Landlord or by title paramount.

- 4.11 That all requisite consents and permissions to the grant of this Lease and the use of the Premises hereby authorised have been obtained from the insurers and any mortgagee or other person having an interest in the Premises.
 - 4.12 In the event of the Landlord changing address or becoming resident or domiciled outside the United Kingdom the Landlord will forthwith give notice thereof to the Tenant with details of the change of address and of his Tax District and reference.
 - 4.13 That all keys to the Premises have been handed over to the Tenant on or before the date hereof.
 - 4.14 Not to act in an abusive or threatening manner to the Tenants, its staff or contractors.
5. It is mutually agreed as follows:-
- 5.1 If the Premises or any part thereof shall at any time during the Term be unfit for occupation and use including without limitation if the Premises or any part thereof must remain unoccupied to enable the Landlord to comply with his obligations under Clause 4.2 to 4.6 hereof or to execute any repairs to any adjoining premises belonging to the Landlord then and in any such case the Rent (or a fair proportion thereof according to the nature and extent of the damage sustained and/or the extent and area of that part of the Premises as is so affected) shall be suspended until the Premises shall again be rendered fit and made available for habitation and use and any dispute as to the extent proportion or period of such suspensions shall be determined by a single arbitrator to be appointed by the Landlord and the Tenant and in case of difference by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1950 or any statutory modification of re-enactment thereof for the time being in force.
 - 5.2 Without prejudice to any other remedy of the Tenant if at any time during the Term there shall be a material breach of any covenant on the Landlord's part contained in this Lease the Tenant shall be entitled to serve a Notice ("the First Notice") on the Landlord requiring the Landlord to remedy the said breach within a period as the Tenant may reasonably determine having regard to the nature and extent of the breach. If the Landlord shall fail to remedy the breach within the period specified in the First Notice, the Tenant shall be entitled to serve a further Notice

("the Second Notice"). If the breach is not remedied within the period specified on the second notice, the tenant shall be entitled to take necessary action to remedy the breach and recover its proper and reasonable costs from the Landlord, by way of deduction from future rent payments.

- 5.3 Any dispute arising out of the terms of this Lease relating to the repair and maintenance of the Premises or the Building or the Installations therein or the Landlord's fixtures and fittings shall be referred for determination to the Tenant's Surveyor for who shall act as an expert and not as an arbitrator and whose decision shall (save as to a question of law) be final and binding on the parties and the costs of the Tenant's Surveyor shall be borne by the Landlord and the Tenant in equal shares.
 - 5.4 Any notice under this Lease shall be in writing and shall be served on the Landlord either personally or by leaving it for him at his last known address and shall be served on the Tenant by sending it to the Tenant at the address aforesaid.
 - 5.5 At Hand-back of the property, the tenant will endeavour to contact the Landlord via post, e-mail or telephone as necessary. If the Landlord does not respond within 7 working days the tenant reserves the right to stop the rent payments and return the keys to the Landlord by recorded delivery at the last known address.
 - 5.6 The Landlord acknowledges that he is responsible for re-directing the post and that he has no claim whatsoever against the Tenant in respect of any post delivered to the Premises.
 - 5.7 The Landlord will accept payment of the Rent by BACS or such alternative method as the Tenant requires.
6. Either party shall be entitled to determine this Lease on or at any time after [2012] by either:-
- 6.1 the Landlord giving the Tenant not less than 9 months notice in writing;
 - 6.2 the Tenant giving the Landlord not less then one month notice in writing
- in which event upon the expiration of such notice the term shall cease and determine and this lease shall be of no further effect save that such determination shall be without prejudice to the rights and remedies of either party against the other in respect of any claim for any antecedent breach of covenant contained in this Lease.

In the event that this Lease is brought to an end by the landlord, having given the appropriate notice, the Landlord shall pay to the Tenant any

proportion of grant money spent on the property relating to the unexpired term of the lease.

7. The Premises will as a result of this Lease be held by or in trust for the Tenant a charity which is an exempt charity
8. It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this Lease is not intended to and does not give rights to any third parties to enforce any provisions contained in it but for the avoidance of doubt the successors in title of the Landlord and the Tenant should not be regarded as third parties

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AS WITNESS the hands of the parties hereto the day and year first above written.

THE COMMON SEAL of HYDE HOUSING)
ASSOCIATION LIMITED was hereunto)
affixed in the presence of:-)

Director

Secretary

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

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THE FIRST SCHEDULE

(Fixtures and fittings for which the Tenant is **not** responsible for repair or replacement)

All chattels including decorations, floor coverings (including carpets, laminate, wood and vinyl), curtains, refrigerator, cooker, washing machine, dishwasher, kitchen units, fitted wardrobes, shelving, kitchen worktops, fireplaces and decorative light fittings on the Premises at the commencement of the Term.

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THE SECOND SCHEDULE

Tenant's Policy of Repair and Priorities

The repairing obligation is the Tenants repair and priorities. However if anything on this list is the Landlords responsibility under the Terms of the Lease the Landlord would be required to carry out the repair within the priority timescale.

- Priority 1 24 Hours**
Emergency Any defect which puts the health safety or security of the Tenant or a third party **at immediate risk** or which affects the structure of the Building adversely
- Loss of hot water/heating
 - Total loss of water
 - Burst water main
 - Flooding
 - Severe storm damage
 - Total loss of electricity supply
 - Total loss of gas supply
 - Blocked main drains, soil pipe or sole w.c.
 - Fire damage
- Priority 2 5 working days**
Urgent
- Partial loss of electric power
 - Partial loss of water supply
 - Rotten timber flooring or stair tread
 - Defective overflow
 - Minor electrical faults
 - Roof leaks
 - Blocked gutters
 - Severe dampness
- Priority 3 20 working days**
Routine 1
- Repairs to external walls fences and paths
 - Repairs to walls brickwork and slates/tiles
 - Repairs/clearing of gutters and down pipes
 - Repairs to plaster work if caused by damp, wet/dry rot
 - Cutting/pollarding/removal of trees and shrubs
- Priority 4 40 working days**
Routine 2
- Renewal of a bath basin or a toilet
 - Repair/replace fence panel
 - Repair/replace gates

THE THIRD SCHEDULE

Schedule of Condition

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