**These are the notes referred to on the following official copy**

Title Number SF520794

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

**DATED** 28 November **2006**

**BAGNALL HEIGHTS LIMITED** **(1)**

**and**

Winifred **HURD** **(2)**

# LEASE

**relating to**

**Plot 24 Bagnall Heights, Bagnall Road, Bagnall, Staffordshire**

**HEATONS LLP**
**MANCHESTER**
**Tel: 0161 835 8010**
**Fax: 0161 835 8015**
**BAG46.25**

This official copy is incomplete without the preceding notes page.

**PRESCRIBED CLAUSES**

**LR1. Date of lease**

28 November 2006

**LR2. Title number(s)**

**LR2.1 Landlord´s title number(s)**

SF361085

**LR2.2 Other title numbers**

None

**LR3. Parties to this lease**

**Landlord**

Bagnall Heights Limited

Registered Office: 77 Shelton New Road, Stoke On Trent, Stafforshire, ST4 7AA

Company Registered Number: 04518208

**Tenant**

Winfred Hurd of 41 Hillswood Drive, Endon, Stoke-on-Trent, Staffordshire ST9 9BW

**Other parties**

None

**LR4. Property**

**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**

See the definition of "Property" in Clause 1.1 of this lease.

**LR5. Prescribed statements etc.**

None.



This official copy is incomplete without the preceding notes page.

**LR6. Term for which the Property is leased**

99 years from and including 1 January 2006.

**LR7. Premium**

£150,000.

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

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

The easements as specified in Schedule 1 of this lease.

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

The easements as specified in Schedule 2 of this lease.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**



This official copy is incomplete without the preceding notes page.

None.

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

Not applicable

**HM LAND REGISTRY**
**LAND REGISTRATION ACT 2002**

| | |
|---|---|
| County and district | Staffordshire Moorlands |
| Title number | SF361085 |
| Date of this Lease | 28/11/06 |
| The Estate | Bagnall Heights, Bagnall Road, Bagnall, Staffordshire |
| The Landlord | Bagnall Heights Limited whose registered office is at 77 Shelton New Road, Shelton, Stoke-on-Trent, ST4 7AA, (company registration number 04518208) |
| The Tenant | Winifred Hurd of 41 Hillswood Drive, Endon, Stoke-on-Trent, Staffordshire ST9 9BW |
| The Approved Occupier | Winifred Hurd |
| The Purchase Price | £150,000 |
| The Property | Unit 24 Bagnall Heights, Bagnall Road, Bagnall, Staffordshire |
| The Initial Service Charge | £29 per week |
| The Initial Period | The period ending on 31 March 2007 |



This official copy is incomplete without the preceding notes page.

**THIS LEASE** is made the 28 day of November 2006

**BETWEEN**:

(1) Bagnall Heights Limited whose registered office is at 77 Shelton New Road, Shelton, Stoke-on-Trent, ST4 7AA, company registration no.4518208 ("the Landlord") and

(2) Winifred Hurd of 41 Hillswood Drive, Endon, Stoke-on-Trent, Staffordshire ST9 9BW ("the Tenant")

**NOW THIS DEED WITNESSES** as follows:

1 **DEFINITIONS AND INTERPRETATION**

1.1 Wherever the following words and phrases are used in this Lease they will always have these meanings:

1.1.1 'the Approved Occupier' means a person aged 55 or over who the Landlord (acting reasonably) considers a suitable person to be a resident of the Estate and who is either a party to this Lease or has entered into a covenant with the Landlord in the form set out in Schedule 5 hereof.

1.1.2 'the Dwellings' means all bungalows and apartments on the Estate other than the Property

1.1.3 'the Estate' is shown edged with a thick black line on the Plan numbered 1 and includes the buildings on the Estate shown on the plans numbered 1A and 1B.

1.1.4 "Insured Risks" means fire, impact, storm, flood, tempest, lightning, explosion, (in peace time) aircraft and articles dropped from them, missiles and projectiles, bursting and overflowing of water pipes tanks and other apparatus, impact by road vehicles and such other risks as from time to time are normally insured on a comprehensive buildings insurance policy

1.1.5 "Insurance Rent" means one fifty-first of the aggregate of:

1.1.5.1 all sums which the Landlord may from time to time incur in accordance with its covenants contained in this Lease in effecting or procuring the insurance of the Dwellings the Property and all other buildings on the Estate against the Insured Risks; and

1.1.5.2 all sums which the Landlord may pay or incur in insuring in such amount and on such terms as the Landlord acting reasonably considers appropriate against all liability of the Landlord to third parties arising out of or in connection with any matter involving or relating to the Estate

1.1.6 'lift' means a passenger or goods lift (if any) installed in the common parts of the Estate together with associated machinery and apparatus. It does not include a stair lift



This official copy is incomplete without the preceding notes page.

1.1.7 'Plan' means the plans attached to this Lease

1.1.8 'the Property' is situated on the ground floor only of the Estate and is shown edged red on the Plan numbered 1A. The Property includes:

1.1.8.1 all walls inside the Property or dividing the Property from any other part of the Estate. In the case of external load bearing walls, only the interior face and any plaster covering is included. The Property includes one half in depth of all other dividing walls.

1.1.8.2 the entrance door of the Property and any other external doors. The Property does not include the paint work and decoration on the outside surface of these doors. The Property does include the door frames

1.1.8.3 the glass in the windows of the Property and window catches and fitments but not the window frames

1.1.8.4 the ceilings, but not any beams or joists over the surface of the ceilings, and not any roof or loft space

1.1.8.5 the floors and any floor joists, but not any main beams or girders

1.1.8.6 Service Installations inside the Property so far as they do not serve any other Dwelling

1.1.8.7 all fixtures and fittings in the Property

1.1.8.8 the parking space edged blue on the Plan numbered 1A.

1.1.9 'Service Charge Proportion' means one fifty-first of the Landlord's costs and expenses in respect of the provision of the Services

1.1.10 'Service Charge Year' usually means a year ending on 31 March. At the beginning of this Lease it means the period from the date of this Lease until the following 31 March. At the end of this Lease it means the period ending at the end of the Lease and starting on the previous 1 April

1.1.11 'Service Installations' means the installations for the supply of water, gas and electricity, and for sanitation and for space heating and water heating, together with all related pipes and wires and apparatus

1.1.12 'the Services' means the services referred to in Schedule 3

1.2 Words and phrases which are given a meaning on the front page of this Lease will always have the same meaning in this Lease but:

1.2.1 'the Landlord' includes the Landlord's successors in title and



This official copy is incomplete without the preceding notes page.

1.2.2 'the Tenant' includes the Tenant's successors in title and the survivor of two or more joint Tenants

1.3 Some of the words and phrases used in this Lease are technical legal words or phrases. This is a guide to the meaning of some of these:

1.3.1 'assign' means legally transferring your property or rights to someone else

1.3.2 'covenant' means legally binding promise

1.3.3 'deed of covenant' is a legal document between two or more people containing legally binding promises

1.3.4 'successor in title' is someone who acquires this Lease in the future.

1.4 What is said in this clause does not alter the legal meaning of any of the words and phrases in this Lease

1.5 Where there are two or more Tenants all covenants are given by the Tenants together and by each of them separately

1.6 Parliament has given protection in the Landlord and Tenant Act 1985 sections 18 to 30 to tenants who have to pay a service charge to their landlords. In summary, service charge expenditure must be reasonably incurred, and any services provided or works carried out must be of a reasonable standard. There are many other important provisions in this legislation relating to, for example, estimates, consultation, preparation of accounts and so on. What is said in this clause does not alter the legal protection given to tenants, or the rights and liabilities of the Landlord or the Tenant. This legal protection, and the legal rights and liabilities of the Landlord and the Tenant will probably change during this Lease, as a result of new legislation

## 2 THE LEASE OF THE PROPERTY

2.1 In consideration of the Purchase Price the Landlord HEREBY LEASES to the Tenant with full title guarantee ALL THAT The Property TOGETHER with the rights set out in Schedule 1, EXCEPTED AND RESERVED the rights set out in Schedule 2, TO HOLD to the Tenant for a term of 99 years from and including 1 January 2006, YIELDING AND PAYING (1) the Rent of a peppercorn on 1 January in each year and (2) the Insurance Rent on demand and (3) the service charge in accordance with the provisions of clause 3.

2.2 If the Property or any part of it is destroyed or damaged by fire or any other insured risk so as to be unfit for habitation or use, and if the insurance effected by the Landlord has not been made void or voidable, or the insurance money cannot be recovered, as a result of something that the Tenant has done or not done, the service charge or a fair proportion according to the damage suffered will not be payable as long as the Property or the damaged or destroyed part remains unfit for habitation or use

## 3 SERVICE CHARGE



This official copy is incomplete without the preceding notes page.

3.1 The Tenant covenants to pay to the Landlord the service charge as a contribution towards the costs and expenses of in respect of the provision of the Services

3.2 The amount of the service charge that the Tenant pays is a proportion of the Landlord's costs and expenses, as follows:

3.2.1 from the date of this Lease, the Initial Service Charge until the end of the Initial Period

3.2.2 for each Service Charge Year after the Initial Period, the Service Charge Proportion. Clause 3.3 explains how the Landlord estimates the amount of service charge

3.2.3 the Landlord will meet the costs and expenses of providing the services in respect of each dwelling on the Estate until a lease has been granted of that dwelling

3.2.4 The Landlord can change the Service Charge Proportion upwards or downwards. The Landlord must give at least one month's notice, in writing, of any change. The change must, in the Landlord's opinion (which shall be final), result in a fair apportionment of the costs, expenses and provisions in respect of services between the Property and the Dwellings. The Service Charge Proportion for similar dwellings must be the same. The Landlord shall not be entitled to recover from the Tenant and purchasers and tenants of such dwellings more than 100% of the costs, expenses and provisions in respect of such services

3.2.5 Clause 3.4 explains how any surpluses or deficits are dealt with

3.3 This clause explains how the Landlord estimates the amount of service charge. Clause 3.2 explains that the Tenant pays a proportion of the Landlord's costs and expenses:

3.3.1 The Landlord's estimate in respect of the services shall be based on the costs expenses and provisions in respect of the services for the previous Service Charge Year, taking reasonable account of any expected increase or decrease

3.3.2 Where, during any Service Charge Year, the Landlord thinks that its estimate in respect of that year (as revised from time to time) is likely to be greater or less than the actual costs expenses and provisions in respect of that year, the Landlord can consult the Tenants and the tenants or occupiers of the Dwellings about changing the service charge for that year

3.3.3 After the Landlord has considered any comments from tenants, the Landlord may from time to time revise its estimate, and the amount payable by the Tenant under clause 3.2 shall be revised accordingly as the Landlord may reasonably determine



This official copy is incomplete without the preceding notes page.

3.3.4 Until leases have been granted of all the Dwellings on the Estate the estimate shall be prepared on the basis that leases have been granted of all the Dwellings

3.3.5 The Landlord shall, so far as practicable, endeavour to equalise from year to year the amount payable for the Services. Thus the Landlord should include in the costs and expenses in each year of providing the Services and carrying out its obligations under this Lease such sums as it considers reasonable by way of provision for future costs, expenses and liabilities in respect of decoration and maintenance which is normally done at regular intervals, and repairs renewals and replacements generally

3.4 This clause says that the Landlord must prepare service charge accounts, and explains how any surpluses or deficits are dealt with:

3.4.1 Within 6 months after the end of each Service Charge Year the Landlord will supply to the Tenant a copy of audited accounts, showing a summary of the amounts expended provided and receivable in respect of the Services for that year, and also showing the amount carried forward by way of provision for expenditure in future years

3.4.2 If the Service Charge Proportion exceeds the total of any sums paid by the Tenant under clause 3.2 in respect of the Service Charge Year in question, the Tenant will pay the difference to the Landlord

3.4.3 Payment must be made in instalments, or in a single amount, as the Landlord requests

3.4.4 If the total of any sums paid by the Tenant under clause 3.2 in respect of the Service Charge Year in question exceeds the Service Charge Proportion for that year the difference may, at the option of the Landlord, and following consultation with tenants:

3.4.4.1 be repaid to the Tenant or

3.4.4.2 be applied in or towards payment of the Landlord's estimated costs expenses and provisions for the next or any other ensuing Service Charge Year or in or towards settlement of any sums due from the Tenant in respect of any earlier Service Charge Year

4 **COVENANTS BY THE TENANT**

The Tenant covenants with the Landlord as follows:

4.1 The Tenant will make payments on account of the service charge:

4.1.1 Payments on account of the service charge must be made in advance. At the start of this Lease payment will be due on the first day of each calendar month; the Landlord can choose other dates for payment and will tell the



This official copy is incomplete without the preceding notes page.

Tenant of the dates chosen. But the Landlord may not require payments more than 6 months in advance

4.1.2 The Landlord can require payment by cheque, or standing order or in any other reasonable manner

4.1.3 Clause 3.4 says how surpluses and deficits of service charge will be dealt with

4.2 The Tenant will pay interest at 4% over Royal Bank of Scotland plc base rate if any payment of service charge or other payments due from the Tenant is more than 14 days late:

4.2.1 Interest must be paid for the period from the date when these payments became due until they are paid

4.2.2 If Royal Bank of Scotland plc base rate ceases to exist, the Landlord may chose some other comparable rate of a clearing bank in the United Kingdom

4.2.3 If payment is not made because the Tenant questions whether payment is properly due, then if the Tenant is found to be right no interest can be charged

4.3 The Tenant will pay rates, and other assessments, and outgoings of every kind in respect of the Property:

4.3.1 either direct to the appropriate authorities (where the Property is separately assessed) or

4.3.2 if the Property is not separately assessed then the Tenant must pay the Landlord an appropriate proportion

4.4 The Tenant will pay for all gas and electricity which shall be supplied to the Property, and the amount of all charges for the installation and use of the telephone (if any) at the Property

4.5 The Tenant will keep the Property, and the fixtures and fittings in the Property, in good repair and decorative order. The Tenant is responsible for damage caused by fire or other insured risk up to the amount of any excess or deductible on the insurance but, apart from that, the Tenant does not have to pay for damage caused by fire or other insured risk, unless something the Tenant has done or has not done has made the insurance void or voidable, or means that the insurance money cannot be recovered

4.6 The Tenant will give back the Property to the Landlord when this Lease ends in good repair and decorative order in accordance with the Tenant's obligations

4.7 The Tenant will not make any structural or other alterations to the Property, nor change the layout of the Property unless the Landlord's written consent has been obtained first, but the Landlord cannot unreasonably withhold consent



This official copy is incomplete without the preceding notes page.

4.8 The Tenant will not cause any damage to the Property, or to the Estate, or to the fixtures and fittings in the Property or the Estate

4.9 The Tenant will not assign, sublet or dispose of the Property except as a whole

4.10 The Tenant will not part with possession of the whole or any part of the Property, except as part of an assignment subletting or disposal permitted under this Lease

4.11 The Tenant must not assign the whole of the Property unless he has given written notice and made a written offer to the Landlord pursuant to the provisions of clause 4.11.1 and the Landlord has not accepted the offer under the provisions of clause 4.11.2

4.11.1 Before any assignment of the Property, the Tenant must give notice to the Landlord of his intention to assign ('an assignment notice'). Simultaneously, the Tenant must make to the Landlord a written offer to surrender this Lease with vacant possession at the Purchase Price (as hereinafter defined) which offer must remain open for acceptance for 28 days ('the Acceptance Period')

4.11.2 If the Landlord does not, in writing during the Acceptance Period, accept the Tenant's offer to surrender, or if subsequently he is not able and willing to complete a surrender of this Lease in accordance with the terms of clause 4.12 then, subject to the provisions of clause 4.13 the Tenant may during the Period of 180 days from the end of the Acceptance Period assign this Lease

4.12 In this clause 4.12 the terms defined in this clause are to have the meanings given.

4.12.1 References to 'an independent surveyor' are references to a chartered surveyor with 10 years experience in the valuation of premises who is to be appointed by agreement between the Landlord and the Tenant or, failing agreement within 2 weeks after the expiry of the Acceptance Period at the request of either of them by the president for the time being of the Royal Institution of Chartered Surveyors or any other person authorised by him to make appointments on his behalf

4.12.2 "The Leasehold Interest" means the Tenant's estate and interest in the Property for the residue of the term granted by this Lease

4.12.3 "The Purchase Price" means the open market value less 2% of the Leasehold Interest on the date the Acceptance Period expires assuming vacant possession

4.12.4 If the Landlord accepts the offer to surrender, the conditions of sale set out below are to apply.

4.12.5 The Landlord and the Tenant must attempt to agree the Purchase Price and must act reasonably in this attempt

4.12.5.1 If the Landlord and the Tenant have not agreed the Purchase Price within 2 weeks after the expiry of the Acceptance Period, then it is



This official copy is incomplete without the preceding notes page.

to be determined by an independent surveyor, acting as an expert and not as an arbitrator, whose decision is to be final and binding on the Landlord and the Tenant, and whose fees and expenses, including the cost of his appointment, must be borne equally by the Landlord and the Tenant. If either party pays the whole of those fees and expenses, he may recover one half from the other party.

4.12.5.2 The estate and interest of the Tenant in the Property must be sold subject to the edition of the Standard Conditions of Sale current at the date when the contract is concluded, or if there is no such current edition then the latest edition, so far as they are applicable to and not inconsistent with or varied, expressly or impliedly, by these conditions of sale.

4.12.5.3 The surrender must be completed on the first working day 6 weeks from the date on which the Purchase Price is agreed or determined.

4.12.5.4 The surrender is to be made subject to any local land charges, whether registered or not.

4.12.5.5 The sale is to be on the basis that the Tenant knows of no overriding interests affecting his estate and interest in the Property other than those disclosed in his offer to surrender and those apparent on inspection.

4.12.5.6 Completion of the surrender is not to prejudice the rights of the Landlord in respect of any antecedent breach of covenant or default of the Tenant.

4.13 The Tenant will not dispose of the Property as a whole:

4.13.1 except by way of mortgage or charge or

4.13.2 except by way of an assignment to an Approved Occupier or

4.13.3 except to a person approved by the Landlord (acting reasonably) who is not an Approved Occupier, and who covenants with the Landlord. The covenant must be in the form of the Deed of Covenant set out in Schedule 5, or in such other form as the Landlord reasonably requires and

4.13.4 unless all payments of service charge and other amounts due under this Lease up to that time have been paid. The new tenant agrees to make any payments that any previous tenant ought to have made

4.14 The Tenant will not sublet the Property as a whole, except:



This official copy is incomplete without the preceding notes page.

4.14.1 on the terms of a tenancy agreement which gives no statutory security of tenure to the tenant and which has first been approved by the Landlord in writing and

4.14.2 to an Approved Occupier

and in which case the Tenant will be responsible under this Lease for what his tenant does or does not do

4.15 The Tenant (or the Tenant's personal representative in the case of the death of the Tenant) will within one month of any assignment, or subletting or disposition or devolution of the Property

4.15.1 give notice in writing to the Landlord and

4.15.2 deliver to the Landlord a certified copy of any assignment, sub-lease, tenancy agreement or other document affecting or evidencing such assignment, subletting, disposition or devolution

4.16 The Tenant will give the Landlord access on reasonable notice (and at once in case of emergency) to the Property for the purpose of:

4.16.1 inspecting the Property

4.16.2 carrying out maintenance and repairs to the heating installation, and the gas and water pipes, drains and electric cables and wires in the Property, and other maintenance and repairs in accordance with the Landlord's obligations and rights under this Lease or

4.16.3 carrying out repairs and works to the Estate and the service pipes and wires in the Estate

but the Landlord will cause as little inconvenience to the Tenant as practicable, and make good any damage caused

4.17 The Tenant will observe the regulations contained in Schedule 4, and such other regulations as may be made by the Landlord, and notified in writing to the Tenant from time to time, for the better management of the Estate, or for the general benefit of the Tenant and the tenants of the Dwellings

4.18 The Tenant will not do, or permit to be done, in the Property or the remainder of the Estate anything which means that any insurance effected by the Landlord becomes void or voidable, or which means that the rate of premium may be increased

4.19 The Tenant will pay to the Landlord on demand a reasonable sum, as determined by the Landlord, in respect of the Landlord's costs and expenses relating to:

4.19.1 the Deed of Covenant referred to in clause 4.13



This official copy is incomplete without the preceding notes page.

4.19.2 the entering in the Landlord's records details of any assignment, subletting tenancy agreement, disposition or devolution of this Lease

4.19.3 the supplying of information or copies of documents at the request of the Tenant, or for the benefit of the Tenant

4.19.4 the expressing of any opinion, or the giving of any approval, under the provisions of clauses 4.13 or 4.14 and

4.19.5 the giving of advice or assistance to the Tenant

but no payment shall be demanded under this clause in relation to the services which the Landlord has to provide under clause 5

4.20 The Tenant will pay any VAT or similar tax chargeable on any goods or services supplied by the Landlord to the Tenant, and on any payments made or to be made by the Tenant under the terms of this Lease

4.21 The Tenant will not to allow the Property to be occupied except by somebody who is or by people who are Approved Occupiers and the spouse and any dependants of an Approved Occupier

4.22 If the Tenant is not an Approved Occupier, the Tenant will ensure that whoever is in occupation of the Property, and each of them, observes and performs the Tenant's covenants contained in this Lease

4.23 The Tenant will comply with any lawful notice order or direction from any competent authority affecting the Property at the Tenant's expense

## 5 COVENANTS BY THE LANDLORD

The Landlord covenants with the Tenant that, subject to payment by the Tenant of the Rent and service charge in accordance with this Lease:

5.1 The Landlord will maintain, repair, decorate and renew:

5.1.1 the main structure of buildings on the Estate (including the main structure of the Property), and the roofs, foundations and exterior of buildings on the Estate, (including the roofs, foundations and exterior of the Property)

5.1.2 all main entrances, passages, landings, lifts, staircases, corridors and other parts of the Estate used by or available to the Tenant in common with the owners and occupiers of other Dwellings, and the fixtures, fittings and furnishings in communal areas

5.1.3 any communal television aerial and the associated wiring

5.1.4 the Service Installations in, under or upon any part of the Estate but not any Service Installations in the Property, unless they also serve other dwellings, or unless they are in the roof space above the Property



This official copy is incomplete without the preceding notes page.

5.2 The Landlord will so far as practicable:

5.2.1 keep clean and reasonably lighted the communal areas (if any) used by or available to the Tenant

5.2.2 keep in good condition the forecourts, roads and footpaths on or serving the Estate

5.2.3 arrange for the removal of refuse from the Estate

5.3 The Landlord will clean all outside surfaces of windows of all buildings on the Estate including those of the Property

5.4 The Landlord will keep the gardens and grounds neat and tidy and cultivated

5.5 The Landlord will maintain, repair, decorate, keep in good order and renew:

5.5.1 the lifts in the Estate

5.5.2 the external windows of the Property, but not the glass in them, or the locks, handles, catches and ironmongery generally on the windows

5.6 The Landlord will for the care and support of the Approved Occupier:

5.6.1 maintain a reception facility for the general supervision of the Estate and for the assistance and security of the Approved Occupier for 24 hours each and every day;

5.6.2 provide a communication system within the Property connected to the reception facility for use by the Approved Occupier in case of medical emergency;

5.6.3 employ a qualified Care Manager who will be available to assess the care needs of the Approved Occupier twice each calendar year without extra charge and should any needs be immediately identified will assist the Approved Occupier in finding additional care facilities;

5.6.4 provide if needed a room for the use of relatives of the Approved Occupier in the case of the critical illness of the Approved Occupier on a day to day basis.

5.7 The Landlord will insure the Property, the Dwellings and all other buildings on the Estate against loss or damage by the Insured Risks to the full cost of rebuilding, plus professional fees, in some reputable insurance office, including:

5.7.1 insurance for the cost of reasonable alternative accommodation necessarily incurred by the Tenant in the event of the Property being made uninhabitable by an insured risk and

5.7.2 insurance covering the Landlord's liability for injury to persons in the Estate



This official copy is incomplete without the preceding notes page.

The Landlord will if so requested provide copies of such insurance policies and evidence of payment of premiums thereon

5.8 If the Estate should be destroyed or damaged by fire or other insured risk, the Landlord will rebuild and reinstate it in accordance with planning and building regulations, and the Landlord agrees that any money received in respect of the insurance of the Estate shall be applied so far as it extends in so rebuilding or reinstating the Estate

5.9 The Landlord will enforce the covenants in terms similar to those contained in clause 4 on the part of tenants of the Dwellings

5.10 The Landlord will provide the services PROVIDED that:

5.10.1 the Landlord may for the better management of the Estate add to or vary any of the Services, and

5.10.2 the Landlord shall not be liable for any temporary breakdown or withdrawal of the Services for causes beyond the Landlord's reasonable control, so long as the Landlord takes reasonable steps to restore the service in question

5.11 The Landlord must permit the Tenant peaceably and quietly to hold and enjoy the property without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him.

## 6 AGREEMENT BY TENANT IN CASE OF SPECIAL MEDICAL ATTENTION

Whilst the Landlord agrees to provide services in accordance with clause 5.6 neither the Landlord nor his employees can accept responsibility for medical or other care of the Approved Occupier, and the Approved Occupier agrees that he will at his own expense make his own arrangements for all such attention and care as may be necessary

## 7 RE-ENTRY

If the service charge shall be unpaid for 21 days; or if the Tenant shall dispose of the Property (except as permitted by the provisions of clause 4); or in the event of breach of any covenant on the part of the Tenant, then the Landlord may (after the Landlord has commenced court proceedings required by law) re-enter the Property, and the term granted by this Lease shall thereupon determine but the other rights of the Landlord and the Tenant shall not be affected as a result and the Landlord will not re-enter the Property, or commence proceedings for forfeiture of the Lease, without first giving written notice to a mortgagee or chargee of the Tenant of whom the Landlord has received written notice

## 8 INSURANCE OF ALTERNATIVE ACCOMMODATION

If the Property should at any time be rendered unfit for occupation and use by reason of the happening of any of the risks against which the Landlord insures, and the Tenant has not done or failed to do something which has made the insurance void or voidable, or which means that payment of the insurance money cannot be recovered, then the



This official copy is incomplete without the preceding notes page.

Landlord will pay to the Tenant such sum as the Landlord receives in respect of the Property from the insurers for the cost of reasonable alternative accommodation necessarily incurred while the Property is unfit for occupation

9 **LETTING OF REMAINDER OF ESTATE**

The Landlord intends to let the other dwellings in the Estate to or for occupation by Approved Occupiers, and to impose upon such sales terms substantially to the same effect as those contained in this Lease

10 **NOTICES**

Any notice under this Lease shall be in writing, and in the case of notice by the Landlord to the Tenant may be served by leaving it at the Property or sending it by recorded delivery post to the Property. In the case of a notice to be served by the Tenant on the Landlord, it shall be delivered to or sent by recorded delivery post to the registered office of the addressee. In the case of a notice to be served by the Landlord on a mortgagee or chargee of the Tenant, it shall be delivered to or sent by recorded delivery post to the Tenant's mortgagee's head office

IN WITNESS whereof the parties have executed this document as a Deed the day and year first before written



This official copy is incomplete without the preceding notes page.

## SCHEDULE 1

### Rights included for the Tenant

1 The right, in common with the Landlord and the tenants of the Dwellings and everybody else having a similar right, to enter and leave the Property along the roads, paths, halls, corridors, lifts, stairways and passages of the Estate

2 The right, in common with the Landlord and the tenants of the Dwellings, and subject to such reasonable rules and regulations as the Landlord may from time to time prescribe, to use and enjoy the common parts intended for the common use and enjoyment of the tenants and occupiers of all the Dwellings and their visitors

3 The right to use, in common with the tenants of the dwellings in the Estate and their visitors, the car parking spaces shown marked "Visitors" on plan numbered 1A (on a non-exclusive and first come first served basis), gardens, grounds, drives, paths and forecourts, subject to such reasonable rules and regulations for the common enjoyment thereof as the Landlord may from time to time prescribe

4 The right, in common with the tenants of Dwellings and everybody else having a similar right, to the free passage and running of water, soil, gas and electricity and other services through the drains, sewers, gas and water pipes, and electric cables, wires and other conduits now or within 80 years from the date hereof (which is the perpetuity period for the purposes of the Perpetuities and Accumulations Act 1964) laid in under or through the Estate

5 The right of support and protection from the remainder of the Estate as now enjoyed by the Property

6 All rights and easements and benefits now enjoyed or intended to be enjoyed by the Property



This official copy is incomplete without the preceding notes page.

## SCHEDULE 2

### Rights excluded from the Lease for the benefit of the Landlord and tenants and occupiers of other dwellings

1 The right to the free passage and running of water and soil gas electricity and other services through the drains, sewers, gas and water pipes, and electric cables, wires and other conduits now or within 80 years from the date hereof laid in, under or through the Property

2 Such rights of access to and entry upon the Property by the Landlord as are necessary or desirable for the proper performance of its obligations and exercise of its rights under this Lease, or under covenants relating to the Dwellings similar to the covenants contained in this Lease

3 All other rights and benefits now enjoyed or intended to be enjoyed by any other part of the Estate over the Property



This official copy is incomplete without the preceding notes page.

## SCHEDULE 3

### The Services

1 The costs and expenses incurred by the Landlord in carrying out its obligations in clause 5

2 The cost of providing any office and staff facilities in the Estate for the receptionist and staff of the Landlord. This cost may include a notional rent (not exceeding the market rent) for any accommodation provided, heating and any rates or taxes payable

3 All rates (including water rates) taxes and outgoings (if any) payable in respect of any part of the Estate and its grounds and gardens, other than those payable solely in respect of the Property or the other dwellings let in the Estate

4 The fees and expenses paid to any managing agents appointed by the Landlord in respect of the Estate, or a reasonable allowance to the Landlord in respect of the costs and expenses of management and administration

5 The fees and disbursements paid to any accountant or other professional person in relation to the preparation auditing or certification of any accounts of the costs expenses outgoings and matters referred to in this Schedule

6 All other expenses (if any) incurred by the Landlord in and about the maintenance, repair, renewal and replacement and proper and convenient management and running of the Estate (including fixtures fittings plant furniture and equipment), and the gardens and grounds of the Estate, and of the roads and footpaths drains and services serving the Estate

7 Any VAT or tax of a similar nature payable in respect of the services

8 Such sum as shall be estimated by the Landlord by way of provision for future costs expenses and liabilities in respect of decoration and maintenance which is normally done at regular intervals, and repairs renewals and replacements generally

9 Interest, commission and other charges in respect of money borrowed by the Landlord to defray any expenses incurred under this Schedule



This official copy is incomplete without the preceding notes page.

## SCHEDULE 4

### Regulations as to use of the Property and facilities within the Estate

1 Not to keep pets in the Property except with the prior written consent of the Landlord which the Landlord may not refuse unreasonably. The Landlord can withdraw consent at any time if the pet causes a nuisance or annoyance to the Landlord or other tenants or occupiers of the Estate

2 Not to do anything in the Property or within the Estate, or make a noise, which may be of annoyance or nuisance to tenants and occupiers of other Dwellings or in the neighbourhood

3 In particular not to play electrical or electronic equipment which can be heard outside the Property between the hours of 11 pm and 7 am

4 Not to use the Property for improper purposes or purposes injurious to the reputation of the Landlord or the Estate

5 Not to encumber with boxes or otherwise or leave rubbish anywhere in the parts of the Estate used in common with the tenants and occupiers of other Dwellings

6 Only to store things in the Property or in any part of the Estate especially provided for storage by the Tenant

7 Not to leave rubbish anywhere in the Estate except in the Property or in any place especially provided for rubbish

8 Not to affix sale boards, letting boards, advertisements, nameplates or signs on any part or parts of the Estate

9 To use the Property only for private residential use in the occupation of one or two Approved Occupiers and the Spouse and any dependants of an Approved Occupier

10 Only to park or allow to be parked any vehicle, including those of the Tenant's visitors, in the car parking spaces provided

11 Only to hang or allow to be hung any clothes or other articles within the Property, or in any drying area provided

12 Not to block, or allow to be blocked, any waste pipe in the Property or the Estate

13 Not to overload the electrical circuits and installations in the Property

14 Not to attach on any part of the exterior of the Property or the Estate any aerial, dish, antenna or apparatus for the transmission or reception of radio or television signals without the written consent of the Landlord

15 To undergo care assessment by or arranged by the Landlord



This official copy is incomplete without the preceding notes page.

## SCHEDULE 5

## Deed of Covenant

## PARTICULARS

Date

*(date)*

Landlord

*(landlord)* whose registered office is at *(address),* company registration no... ('the Landlord')

Tenant

*(tenant)* of *(address)* ('the Tenant')

Assignee

*(assignee)* of *(address)* ('the Assignee')

Approved Occupier

*(occupier)* of *(address)* ('the Approved Occupier')

Dwelling

*(description)* ('the Dwelling')

Lease – date

*(date)*

Lease – parties

*(insert names)*

Original Tenant

*(original tenant) of (address)* ('the Original Tenant')

Term

*(number)* years from *(date)*



This official copy is incomplete without the preceding notes page.

**THIS DEED OF COVENANT** is made the ..... day of ..... **BETWEEN:**

(1) *(landlord)* whose registered office is at *(address)*, company registration no... ('the Landlord')

(2) *(tenant)* of *(address)* ('the Tenant')

(3) *(assignee)* of *(address)* ('the Assignee') and

(4) *(occupier)* of *(address)* ('the Approved Occupier')

1 **DEFINITIONS**

1.1 Words and phrases which are given a meaning on the front page of this Deed of Covenant will always have the same meaning in this Deed

1.2 Words and phrases which are used or given a meaning in the Lease will always have the same meaning in this Deed of Covenant

1.3 Where the Assignee or the Approved Occupier are two or more people their covenants are given by them together and by each of them separately

1.4 The word 'Assignee' includes in the case of an individual their personal representatives, but does not mean any other successor in title

1.5 The expression 'Approved Occupier' means the occupier personally, and if the Approved Occupier is two or more people the survivor of them

2 **LANDLORD'S CONSENT**

2.1 The Landlord:

2.1.1 consents to the assignment of the Lease by the Tenant to the Assignee and

2.1.2 allows the Approved Occupier to occupy the Property so long as the Lease is owned by the Assignee in accordance with clause 4.14 of the Lease

2.2 The consent given in clause 2.1 will not be effective unless on or before the assignment of the Lease to the Assignee the Landlord has received all payments of service charge and other amounts due under the Lease up to that time

3 **COVENANTS**

3.1 The Assignee hereby covenants with the Landlord that if the Landlord has not received from the Tenant all payments of service charge and other amounts due under the Lease up to that time the Assignee will immediately make payment to the Landlord of all such amounts as remain unpaid



This official copy is incomplete without the preceding notes page.

3.2 The Assignee and the Approved Occupier hereby jointly and severally covenant with the Landlord that so long as the Lease is vested in the Assignee:

3.2.1 the Assignee will not occupy the Dwelling, which shall be for the sole occupation of the Approved Occupier and

3.2.2 the Assignee and the Approved Occupier will observe and perform the tenant's covenants and the agreements and provisions contained in the Lease

## 4 CONSENT LIMITED

The consent given by this Deed is limited to the assignment to the Assignee, and the permission given to the Approved Occupier is personal to the Approved Occupier and does not allow the Property to be occupied by anybody else

## 5 RE-ENTRY ON BREACH OF COVENANTS

The conditions for re-entry contained in the Lease shall be exercisable on breach of any of the covenants on the part of the Assignee or the Approved Occupier herein contained, as well as on the happening of the events mentioned in that condition



This official copy is incomplete without the preceding notes page.

**SIGNED AS A DEED** by )

**Bagnall Heights Limited** )

acting by a director and its secretary )

or two directors: )

.....

Director

.....

Director/~~Secretary~~

**SIGNED AS A DEED** by )
)

**W Hurd** )
)

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

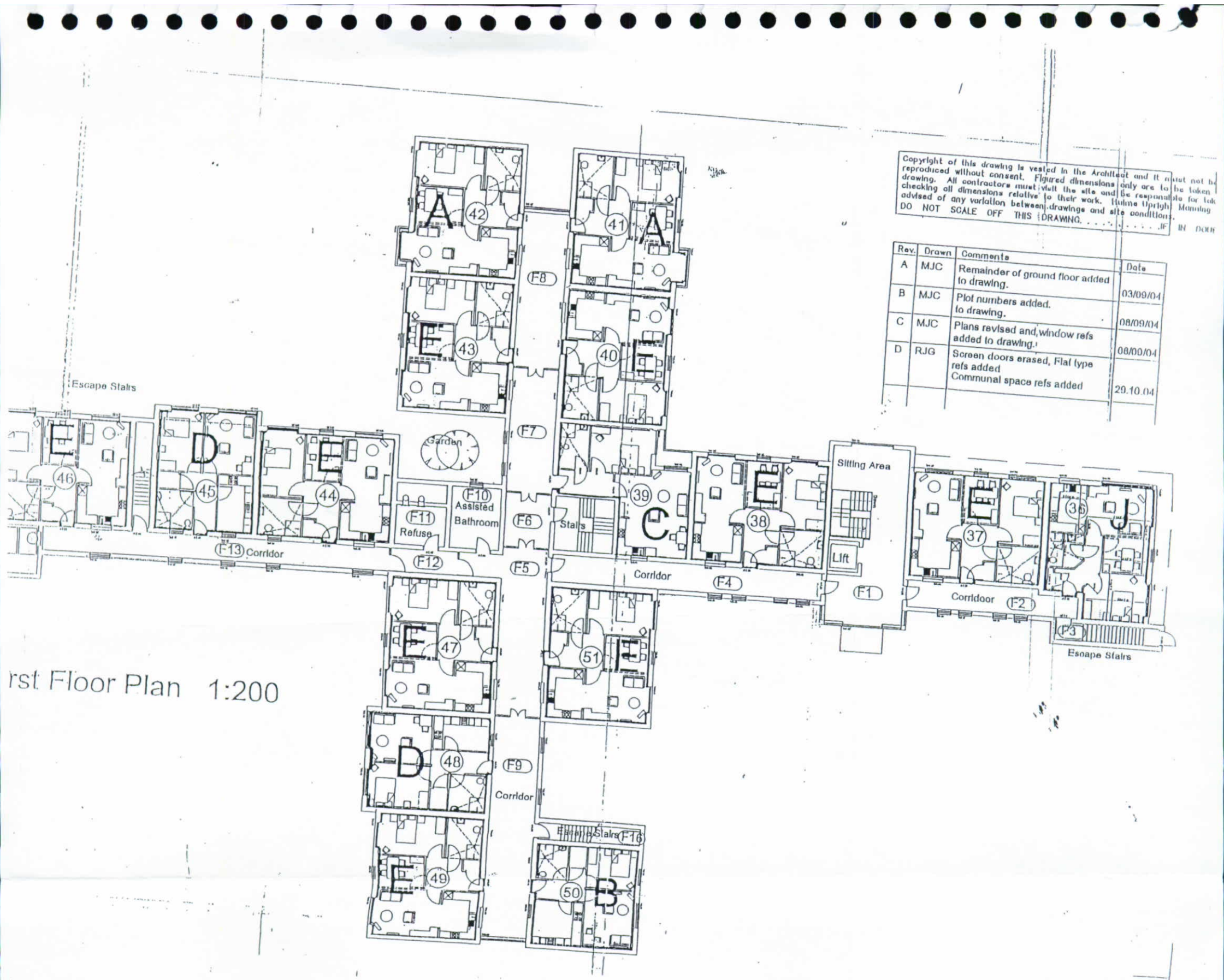
BAG46.52.404072

This official copy is incomplete without the preceding notes page.

This official copy is incomplete without the preceding notes page.

Bagnall Heights
Site Plan at 1:1250
Taken from Hulme Upright Drawing No 18234/08 and Ordnance Survey Plan

This official copy is incomplete without the preceding notes page.




rst Floor Plan 1:200

Copyright of this drawing is vested in the Architect and it must not be reproduced without consent. Figured dimensions only are to be taken drawing. All contractors must visit the site and be responsible for tak checking all dimensions relative to their work. Hulme Upright Manning advised of any variation between drawings and site conditions.
DO NOT SCALE OFF THIS DRAWING. . . . . .IF IN DOUB

| Rev. | Drawn | Comments | Date |
|---|---|---|---|
| A | MJC | Remainder of ground floor added to drawing. | 03/09/04 |
| B | MJC | Plot numbers added. to drawing. | 08/09/04 |
| C | MJC | Plans revised and window refs added to drawing. | 08/09/04 |
| D | RJG | Screen doors erased, Flat type refs added Communal space refs added | 29.10.04 |

HULME UPRIGHT MANNING
ARCHITECTS TOWN PLANNERS INTERIOR DESIGNERS
Highpoint
Festival Park
Hanley
Stoke-on-Trent
ST1 5SH
LEEK
MANCHESTER
STOKE-ON-TRENT
Tel: 01782 208800
Email – stoke@hum-arch.co.uk Web – www.hulmeupright.co.uk

Client
BAGNALL HEIGHTS LTD

Project
PROPOSED DEVELOPMENT OF
BAGNALL HOSPITAL, BAGNALL, STAFFS.

Title
FLOOR PLANS.

Status
TENDER

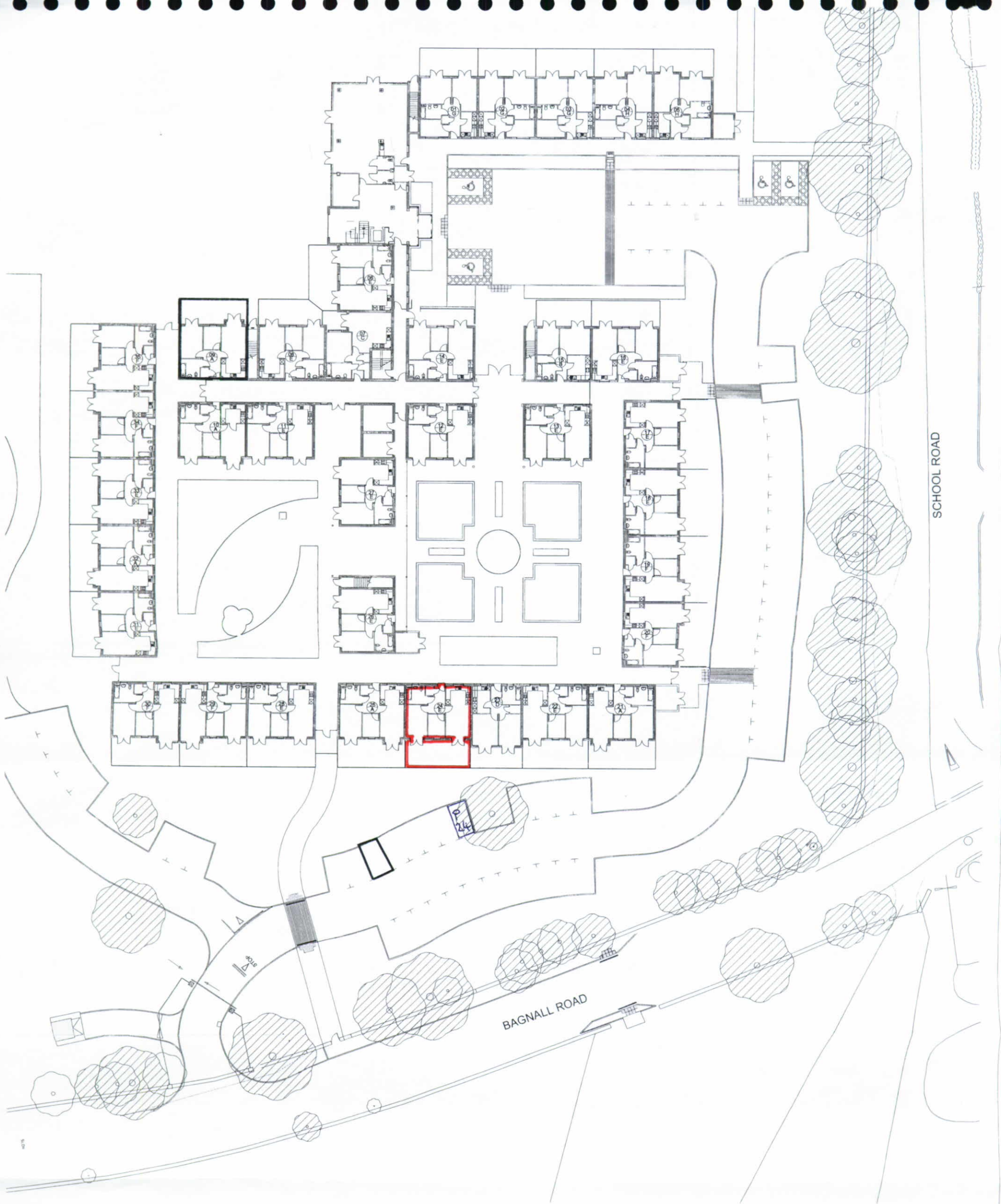
Date MARCH 2004 Drawn MJC
Scale 1:200 Checked
Job Ref. 18234
Drawing No. AL [0] 12
Revision D

Computer File Ref: 18234-05

PLAN

PLAN 18

This official copy is incomplete without the preceding notes page.




PLAN 1A

LAND REGISTRY PLAN
BAGNALL HEIGHTS
BAGNALL, STOKE-ON-TRENT

0 10 20 30
metres

NORTH

SCALE 1:500

PLOT NUMBER - 24

MAY 2006

PLAN