

THIS LEASE is made the day of Two thousand and
thirteen **BETWEEN** **[Landlord name]** of **[Landlord address]** (“the Landlord”) of the
one part and **WOKING BOROUGH COUNCIL** of Civic Offices, Gloucester Square,
Woking, GU21 6YL (“the Tenant”) of the other part

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS AND INTERPRETATIONS

In this Lease:-

1.1 “The Property” means the property known as **[PSL address]** shown edged red on
the plan annexed hereto **TOGETHER WITH** the rights but subject to the exceptions
and reservations in the Third Schedule

1.2 “The Term” means five (X) years from**[date]**

1.3 “The Rent” means until the first review the sum of **[written number]** pounds
(£xxxx) per annum and the rent to be payable after each review date shall be the rent
ascertained under clause 2. hereof

1.4 “The Occupier” means any person or person authorised by the Tenant to
occupy the Property

2. RENT REVIEW

2.1 ‘The First Review Date’ means the First day of April following the grant of this
lease and ‘the Review Dates’ means the First Review Date and the First day of April
in each successive year of the Term and reference to ‘a review date’ are reference to
any one of the Review Dates The date of review of the rent.

2.2 Reference to ‘a review period’ are reference to a period beginning on any
review date and ending on the day before the next review date or the day before the
end of the Term as the case may be and qualified uses of the term are to be
construed accordingly

2.3 The revised rent shall be the amount agreed between the Landlord and the
Tenant based exclusively upon an opinion of local reference rents at the date of the

Review Dates as set by the Rent Officer for the time being employed by the Tenant assuming:

- 2.3.1 a willing landlord to a willing Tenant with vacant possession
 - 2.3.2 that prior to the date of valuation there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest for the agreement of the rent and other letting terms and for the completion of the letting
 - 2.3.3 that no account is taken of any additional bid by a prospective tenant with a special interest
 - 2.3.4 a stated length of term and stated principal conditions applying or assumed to apply to the letting and that the other terms are not exceptionally onerous or beneficial for a letting of the type and class of the subject property
 - 2.3.5 that no premium passed and that there is no rent free period and that the premises are fit for immediate occupation and disregarding any improvements carried out with consent where required by either the Tenant or the Occupier during the Term
 - 2.3.6 that both parties to the transaction had acted knowledgeably prudently and without compulsion
- 2.4 If the Landlord and the Tenant fail to agree the revised rent before the relevant review date they must refer the matter to an independent chartered surveyor to be nominated by agreement between the Landlord and the Tenant or in the absence of agreement by or on behalf of the President of the Royal Institution of Chartered Surveyors on the application of the Landlord or the Tenant ('the Valuer')
- 2.5 The Valuer shall act as expert and not as arbitrator
- 2.6 The Valuer may visit the Property or not at his discretion
- 2.7 The Valuer need not give reasons for his decision unless requested in writing to do so by either party

2.8 The valuation shall be undertaken by the Valuer who shall base his valuation upon the presumptions listed in clause 2.3 above.

2.9 The Valuer must try to ascertain the amount of the revised rent before the relevant review date and must ascertain it within three (3) months after that date

2.10 The Tenant must continue to pay rent at the existing rate in accordance with the terms of this Lease until the revised rent is ascertained

2.11 The revised rent for any review period is to be payable from the relevant review date and must be paid until ascertainment of the rent for the next review period or as appropriate for the remainder of the Term

2.12 On ascertainment of any increase in the rent for any review period the Tenant must forthwith pay to the Landlord the difference between the rent previously payable and the revised rent for the period from the relevant review date to the date of first payment of the revised rent

2.13 On ascertainment of any decrease in the rent for any period the Landlord must forthwith pay to the Tenant the difference between the rent previously payable and the revised rent for the period from the relevant review date to the date of first payment of the revised rent

2.14 The fees and expenses of any valuer appointed to act under this schedule shall be borne equally between the Landlord and the Tenant unless the valuer considers that either party has acted unreasonably in which case he may require that party to meet the whole or any part of his fees and the costs of the other party

2.15 If the valuer appointed to ascertain the rent dies refuses to act or becomes incapable of acting or if he fails to ascertain the revised rent within three months of the date upon which he accepted the appointment then if he was appointed by agreement the parties may agree to replace him and appoint a successor His appointment shall then cease and his successor shall act in accordance with this clause 2. but if the Valuer was appointed by or on behalf of the President of the

Royal Institution of Chartered Surveyors either the Landlord or the Tenant may apply to the President to discharge him and appoint another valuer in his place

3. **DEMISE**

The Landlord demises to the Tenant the Property for use as housing accommodation together with the benefit of any rights and easements reasonably necessary for the proper enjoyment of the Property for the Term the Tenant **YIELDING AND PAYING TO THE LANDLORD** the Rent (or the due proportion thereof) in advance on the First day of April of each year of the Term but the first payment to be made on the[date] in respect of the period from the date of this Lease to the 31st day of March 2014 (if payment was not made on the First day of April)

4. **THE TENANT'S COVENANTS**

The Tenant covenants with the Landlord:-

4.1 To pay the Rent by BACS transfer (or such other method nominated by the Tenant) on the days and in the manner provided by this Lease

4.2 To impose a covenant upon its sub-tenants to make payment of all Council Tax or other local taxes assessed upon the sub-tenant or other occupiers of the Property and to pay all rates taxes assessments duties charges impositions and outgoings including water gas and electricity which during the Term are charged assessed or imposed upon or in respect of the Property.

4.3 At all times during the Term to keep the interior of the Property and every part of it including the interior of the walls of the Building as bound the Property (but to the exclusion of the glass in the windows) and all fixtures and fittings in it in tenantable repair consistent with the Schedule of Condition annexed hereto ("the Second Schedule") (fair wear and tear excepted) and at the determination of this Lease to return the Property in a reasonable state of repair equal to that at the

commencement of the Term consistent with the Tenant's obligation hereunder (fair wear and tear excepted)

4.4 The Tenant will undertake an annual gas check and any defects in the system or its installation arising out of such inspection shall be notified to the Landlord and shall be remedied by the Tenant to enable the issue of a Gas Safety Certificate and the Tenant shall be entitled to forthwith reclaim the cost of such works directly from the Landlord

4.5 The Tenant will carry out periodic electricity safety checks and any defects in the system or its installation arising out of such inspection shall be notified to the Landlord and shall be remedied by the Tenant in order to enable the issue of an Electrical Safety Certificate and the Tenant shall be entitled to reclaim the cost of such works directly from the Landlord .

4.6 To notify the Landlord in writing within Seven (7) working days of the Tenant becoming aware that damage or deterioration has been caused to the Property by leaks storms vandalism or other adverse physical conditions

4.7 To permit the Landlord and his duly authorised agents upon giving reasonable previous notice in writing (save in case of emergency) to the Tenant and the Occupier at all reasonable times to enter the Property with such workmen and appliances as may be necessary to inspect and execute repairs to the Property or any adjoining premises belonging to the Landlord the Landlord to promptly make good all damage caused to the Property and any fixtures fittings furniture or personal belongings contained therein arising from the exercise of these rights.

4.8 Not to use or permit the Property to be used for any purpose other than housing accommodation and the Landlord consents to the Tenant granting a short term agreement to provide temporary housing

4.9 Not to assign or underlet the Property except pursuant to clause 4.8

4.10 Not to use the Property in any manner which may cause a nuisance to the Landlord or to the owners or occupiers of the neighbouring properties

4.11 Not to make any structural alterations to the Property without the Landlord's written consent

4.12 The Tenant will not be required to renew or replace any floor coverings including but without prejudice to the generality of the foregoing carpets laminate flooring wooden flooring or curtains for the duration of the lease or at the termination of this lease under any circumstances.

4.13 The Tenant shall be responsible for the maintenance and repair but not the replacement of any fitted appliance boiler or heating appliance in the Property (whether or not they are situated on the Property at the commencement of this Lease) for the duration of this Lease and reserves the right to reclaim any such expenditure justifiably and reasonably incurred by the Tenant directly from the Landlord

4.14 The Tenant shall maintain the garden area(s) forming part of the Property to a reasonable standard for the duration of the Lease but shall not be responsible for any major landscaping works or for the cutting topping lopping or removal of any tree or trees comprising part of or upon any garden area forming part of the property

5. THE LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:-

5.1 To comply with the provisions of the Landlord and Tenant Act 1985 Sections 11-15 (or any statutory extension or modification of them) that is to say inter alia to keep the structure and exterior of the Property in particular but not exclusively the items listed in the First Schedule in good repair

5.2 To pay all existing and future taxes assessments and outgoings imposed or charged upon the Property other than those borne by the Tenant under the provision of Clause 3 hereof

5.3 To pay the Rent and observe the obligations contained in any Head Lease of the Property

5.4 That the Tenant paying the Rent as aforesaid and performing and observing the covenants on its part shall quietly hold and enjoy the Property during the Term without interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord

5.5.1 To insure the Property to the full re-instatement value thereof against destruction or damage by fire lightning explosion tempest flood aircraft bursting and overflowing of water pipes tanks and other apparatus and other risks against which it is normal practice to insure and in the event of the destruction or damage by any such risks as aforesaid to rebuild or re-instate the Property and whenever required to produce to the Tenant the policy or policies of such insurance and the receipt for the last premium and in the event of the Property being destroyed or made wholly or partially uninhabitable by an insured risk the Tenant may elect at any time thereafter but before completion of the reinstatement to terminate the Lease immediately by notice in writing to the Landlord

5.5.2 The Tenant shall not be liable to the Landlord for any loss which should be properly covered under the Landlord's insurance policy

5.6 That all keys to the Property will be handed to the Tenant at the commencement of the Term but the Tenant hereby reserves the right to change the locks to the Property at any time during the Term

5.7 That an up to date Gas Safety Certificate (if the Property is connected to gas) will be handed over to the Tenant at the commencement of the term

5.8 That an up to date Electrical Test Certificate will be handed over to the Tenant at the commencement of the term

5.9 In such circumstances where the Lease extends over a five (5) year period (incorporating renewals) the Landlord must renew all the carpets which were fitted at the commencement of the Lease

6. PROVISOS AND DECLARATIONS

6.1 The Landlord and the Tenant hereby agree that the Tenant shall not be responsible for the repair maintenance and renewal of the items listed in the Fifth Schedule hereto

6.2 If the Property is destroyed or rendered uninhabitable or falls into a condition of substantial disrepair so that it is determined by an Environmental Health Officer to be unfit for letting as a result of the Landlord's failure to repair the Tenant shall be able to suspend payment of the Rent with immediate effect and the Tenant shall be deemed to have no further liability in respect of this Lease until the Property is fit for letting any dispute arising under this provision shall be referred to arbitration under the Arbitration Act 1996

6.3 If at any time during the Term the Rent or any part of it is unpaid for Thirty days after becoming payable (whether formally demanded or not) or if any covenant by the Tenant contained in this Lease is not performed or observed then the Landlord shall serve written notice upon the Tenant giving the Tenant reasonable opportunity to bring the rent up to date or to remedy the breach of contract (as appropriate to the circumstances) and if the Tenant fails to take the appropriate aforesaid action within a reasonable period of time then it shall be lawful for the Landlord at any time thereafter upon further written notice to re-enter upon the Property or any part of the Property in the name of the whole and upon re-entry this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any breach of any covenant by the Tenant contained in this Lease

6.4 In the event that the Landlord and the Tenant agree in writing by reference to this clause that there be a holding over under this Lease following the expiry of the Term the resulting tenancy shall be determinable by either party giving the other three months notice in writing (though for the avoidance of doubt rent will continue to be paid monthly) **PROVIDED ALWAYS** that in the event of any licensee or sub-tenant of the Tenant vacating the Property after the service but before the expiry of any such notice by the Landlord the Tenant shall be entitled to surrender the

Property to the Landlord at any time thereafter and in such case the Tenant shall not be required to pay to the Landlord rent for any period after the date of surrender but without prejudice to any right of action or remedy of either party pursuant to the terms contained in this Lease

6.5 Any notice under this Lease shall be in writing and shall be served on the Landlord by sending it to him at his last known address and shall be served on the Tenant by sending it to the Housing Manager, Civic Offices, Gloucester Square, Woking, GU21 6YL or such other address as may be notified to the Landlord

6.6 If the Landlord can satisfactorily show that occupation of the Property by the Occupier is causing a nuisance or annoyance to adjoining occupiers the Tenant will use all reasonable endeavours to resolve any nuisance or annoyance in accordance with Woking Borough Council's Anti-social Behaviour Policy and Procedure (either as set out on the Council's website below:

<http://www.woking.gov.uk/housing/tenants/housingpolicies/tenancypolicy/asbpolicy> or copies of which are available on request)

6.7 The Tenant will use all reasonable endeavours to secure vacant possession of the Property upon the expiry or sooner determination of the Lease however in the event that the Occupier continues to reside in the Property after the expiry of the Lease the conditions of the Lease will continue to apply and PROVIDED FURTHER that once the Property is vacated and handed back rent will cease to be payable

6.7.1 Either party may at any time during the term serve upon the other no less than four (4) months notice of their wish to terminate the Lease

6.8 The Tenant may effect such alterations improvements and disabled adaptations during the Term of the Lease as it may deem necessary provided the written consent of the Landlord is first obtained such consent not be unreasonably withheld for the purpose of providing the Occupier with habitable accommodation

6.8.1 Should the Tenant be of the opinion that any part or parts of the Property are in need of repair under the provisions of Clause 5.1 hereof or in the event of a repair

being reported to the Tenant which is the responsibility of the Landlord but which is not an emergency the Tenant will notify the Landlord within three working days. The Landlord will then be required to complete the work in accordance with the Tenant's own published timescales as set out in the Fourth Schedule hereto for completing repairs and if the Landlord fails to complete the work within the timescale the Tenant reserves the right to carry out the work in default without prior notice and recover the reasonable costs from the Landlord.

6.8.2 In the event of an emergency repair being reported to the Tenant which is the responsibility of the Landlord the Tenant will endeavour to obtain authorisation from the Landlord before carrying out the work (emergency meaning there is a risk to the safety of the persons or damage to property). The Tenant reserves the right to carry out the work itself and recover the reasonable cost from the Landlord in the event that contact with the Landlord cannot be made for any reason.

6.8.3 The Landlord shall pay to the Tenant following satisfactory completion of the works falling under clause 6.8.2. above within Fourteen days of written demand an administration fee equal to 7.5 percent of the sums payable by the Tenant plus Value Added Tax thereon together with reimbursement of all professional fees reasonably and properly incurred in connection with expenditure incurred by the Tenant under the provisions of Clauses 6.8.1 and 6.8.2 hereof.

6.8.4 Interest shall be paid by the Landlord to the Tenant at the mortgage base rate on any of the payments due from the Landlord to the Tenant hereunder when more than Twenty one days have elapsed from its due date.

6.9 The Landlord hereby warrants that he has full power and authority to grant this Lease.

6.10 If the Tenant receives a Notice from the Landlord's mortgagee that such mortgagee's power of sale has arisen or such mortgagee has or intends to exercise any other power contained in any Legal Charge or Mortgage secured against the premises the Tenant has the Landlord's irrevocable authority to pay the rent at the

next due date (and any other moneys herein payable by the Tenant to the Landlord) to such mortgagee as aforesaid any payment made in good faith by the Tenant pursuant to this clause shall for the purposes of this Lease have the same effect as if it had been a payment to the Landlord

6.11 Notwithstanding the provisions of Clause 6.11 where a mortgagee of the premises has confirmed that its security will be materially prejudiced by reason of the Landlord's default in making the payments required by the mortgage then the Tenant shall provide vacant possession of the premises to the mortgagee upon not less than six months Notice in writing by the mortgagee specifying its intention to sell with vacant possession and the dates which an Order for Possession was obtained

6.12 The Landlord shall not mortgage or remortgage the Property or offer the Property as security for a loan without the written consent of the Tenant such consent not to be unreasonably withheld.

6.13 It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this Agreement is not intended to and does not give rights to any third parties to enforce any provisions contained in it

7. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds two hundred and fifty thousand pounds

THE FIRST SCHEDULE

(Clause 5.1)

1. Foundations
2. Drains gutters and external pipes
3. The roof
4. Outside walls outside doors window sills window frames and the glass in the windows.

5. Internal floors and ceilings doors and door frames door hinges and skirting boards
6. Chimneys chimney stacks and flues but not including sweeping
7. Pathways steps or any other means of access
8. Roof ceiling joists
9. Lifts
10. Head tanks
12. Fire escapes
13. Damp
14. Dry or Wet Rot
15. Failure of double glazed unit
16. Fencing and boundary walls
17. Sheds and other outbuildings
18. Garden landscaping and trees

THE SECOND SCHEDULE

- Schedule of Condition -

See annexure

THE THIRD SCHEDULE

Not applicable

THE FOURTH SCHEDULE

Priority 1 - Emergency – to be commenced immediately and completed within the same day

Priority 2 - Urgent – to be commenced and completed within 5 working days (7 calendar days)

Priority 3 – Routine – to be commenced and completed within 15 working days (3 calendar weeks)

Priority 4 - Routine – to be commenced and completed within 30 working days (6 calendar weeks)

THE FIFTH SCHEDULE

See annexed.

SIGNED AS A DEED by
[landlord name]
in the presence of:-

Witness name:
Witness address:
Witness signature:

Dated _____

[Landlord name] (1)

-and-

WOKING BOROUGH COUNCIL (2)

LEASE

of

[PSL address]

Peter Bryant
Head of Democratic and Legal Services
Civic Offices
Gloucester Square
Woking
GU21 6YL