

Lease Contract containing the work “Park”

“Allocated Parking Space” means the parking space allocated to the property and edged pink on the Plan and being one of the Car Parking Spaces.

“Car Parking Spaces” means the car parking spaces forming part of the Estate (if any)

Not to obstruct or cause any damage to the Accessway or the Car Parking Spaces or any other paths or driveways on the Estate or leave any item or thing in or on the External Communal Areas or the Internal Common Parts save for the proper use of the areas designated for disposal of refuse and storage of cycles (if any).

Not to park or permit to be parked any vehicles of any kind on any part of the Estate Communal Areas or the Car Parking Spaces other than on the Allocated Parking Space for the avoidance of doubt the Tenants visitors shall be permitted to park on any spaces marked as visitors spaces situated within the Estate for no more than 23 hours in any 24 hour period.

Not to use the Allocated Parking Space otherwise than for the parking of a single private motor vehicle or motor cycle which does not exceed 35 cwt. gross laden weight and which shall be in a road worthy condition taxed and insured.

Not to park on the Allocated Parking Space or on any part of the Estate any commercial vehicle other than a light delivery van at reasonable times of the day for so long as may be reasonably necessary for the purpose of delivering goods to and collecting goods from the Property or carrying out repairs maintenance decoration or small building works to the Property such vehicle to be parked on the Allocated Parking Space.

Reference to "the Property" "the Dwellings" "the Block" "the Buildings" "the Estate" "Service Installations" "Car Parking Spaces" and "the Estate Communal Areas" and "the Maintained Property" shall be deemed to include reference to all or part or parts thereof respectively

Subject to the Tenant paying the Tenant's Proportion the right to park a single private motor vehicle on the Allocated Parking Space or such other space as may be allocated in place thereof by the Landlord for the parking of a private motor vehicle or motor cycle which complies with the restrictions set out in paragraphs 17 and 18 of Schedule Four subject to any easement or rights granted or to be granted over or under the same to any Authority (**paragraphs 17 & 18 highlighted red above**)

To maintain renew replace and keep in good and substantial repair and condition (save in so far as damage has been caused by a risk against which the Landlord is liable to insure and insurance monies are irrecoverable by any act or default of the Tenant) the Car Parking Spaces

The repair and replacement from time to time and wherever necessary of the pipes wires cables stand pipes and all other types of Service Installations and related apparatus for the supply of gas electricity water and other services to the Car Parking Spaces

Keeping the Car Parking Spaces generally in a neat and tidy condition

The cost of providing a supply of water and/or electricity to the Car Parking Spaces

Lease Contract containing the work “Change or Variation”

If the reference base used to compile the Index changes after the date of this lease the figure taken to be shown in the Index after the change is to be the figure which would have been shown in the Index if the reference base current at the date of this lease had been retained

If it becomes impossible to calculate the Rent for any Review Period by reference to the Index because of any change in the methods used to compile the Index after the date of this lease or for any other reason whatever or if any dispute or question whatever arises between the parties as to the amount of the Rent for any Review Period or the construction or effect of this Schedule then the Rent for that Review Period or the disputed matter is to be determined by an arbitrator to be appointed either by agreement between the parties or in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors (or any successor body thereto) or any person authorised by him to make appointments on his behalf on the application of either the Landlord or the Tenant. The arbitrator is to have full power to determine what the increase in the Index would have been had it continued on the basis assumed for the operation of this rent review. If that determination is not in the opinion of the arbitrator possible then the arbitrator must determine a reasonable rent for the Demised Premises having regard to the purposes and intent of the provisions in this lease for the review of the rent

The Landlord may at any time during the construction and sale of the Estate vary or modify any of the stipulations contained in this lease and the terms of this lease shall not operate to impose any restriction on the manner in which the Landlord may deal with the Estate if such variation or modification shall in the opinion of the Landlord (acting reasonably) be required to accommodate the circumstances attaching to any Dwelling sold hereafter

Lease Contract containing the work “Right”

The Landlord hereby reserves a right to appoint a manager to act on behalf of the Management Company

The grant is made together with the rights set out in Schedule Nine of this lease excepting and reserving the rights set out in Schedule Ten of this lease and subject to the Third Party Rights

Not to allow or cause to be allowed any deterioration of any vehicle on the Estate to an unreasonable condition nor to abandon any vehicle whatsoever on any part of the Estate and in the event of any breach of this covenant it shall be lawful for the Management Company without prejudice to its rights hereunder to arrange for the removal of such neglected or abandoned vehicle and to recover from the Tenant any costs incurred by them

If the Management Company (in exercise of the rights hereinbefore reserved) requires access to the Property to give at least seventy-two hours' notice in writing (except in cases of emergency) to the Tenant and the Management Company shall act carefully and reasonably doing as little damage to the Property as possible and making good all damage done as soon as shall be reasonably practicable

PROVIDED ALWAYS that in the event of the Landlord (whether pursuant to a request from the Tenant or otherwise) performing the obligations of the Management Company the Landlord shall have all the rights and powers of the Management Company hereunder and the Landlord may by fourteen days notice in writing direct the Tenant to pay the Tenant's

Proportion of the Estate Service Charge Costs and any other sum payable to the Management Company under this lease to the Landlord PROVIDED FURTHER that the Landlord shall have no liability in respect of any monies which may be paid to the Management Company by the Tenant

The operation of Section 62 of the Law of Property Act 1925 shall be excluded from this lease and the only rights granted to the Tenant shall be those expressly set out in this lease and the Tenant shall not by virtue of this lease or during the Term be deemed to have acquired or be entitled to any other easement from or over or affecting any other land or premises now or at any time hereafter belonging to the Landlord

A person (a "Third Party") who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed notwithstanding that any such term may purport to confer or may be construed as conferring a benefit on such Third Party AND this does not affect any right or remedy of such Third Party which exists or is available apart from that Act provided that this exclusion shall not bind Esco who shall be entitled to enforce the provisions of this Lease which relate to the Esco Service Installations and the Energy Services Agreement

Subject to the Tenant paying the Tenant's Proportion the right to park a single private motor vehicle on the Allocated Parking Space or such other space as may be allocated in place thereof by the Landlord for the parking of a private motor vehicle or motor cycle which complies with the restrictions set out in paragraphs 17 and 18 of Schedule Four subject to any easement or rights granted or to be granted over or under the same to any Authority