

Annex "A"

appropriate Minister or Court so far as the same affect the Demised Premises (whether the same are to be complied with by the Lessors the Tenant or the occupier) and forthwith to give notice in writing to the Lessors of the giving of such order direction or requirement as aforesaid and to keep the Lessors indemnified against all claims demands and liabilities in respect thereof.

(13) To pay the Lessor:

(a) the yearly sum of TWO HUNDRED POUNDS for a one bedroom flat and THREE HUNDRED POUNDS for a two bedroom flat as a contribution towards the Service Charge such contribution to be paid half yearly in advance on the 24th June (being the Interim Charge) and the 25th December in each year the first such payment to be made on the signing hereof.

(b) a sum equal to such proportion as the ratio of the net rateable value of the Flat shall bear to the net rateable value of the Building the amount of which the Lessors shall on the 25th December each year estimate (after taking into account the balance (if any) at such date of the previous year's Service Charge payments) will be required during the succeeding year by the Lessor in order to perform the covenants contained in Clause 5 (5) hereof such payment to be made yearly in advance on the 25th day of December and in case of default shall be recoverable from the Tenant as rent in arrear.

(14) At the expiration or sooner determination of the said term quietly to yield up unto the Lessors the Demised

Annex "B"

Section 35

Application by party to lease for variation of lease.

(1) Any party to a long lease of a flat may make an application to the court for an order varying the lease in such manner as is specified in the application.

(2) The grounds on which any such application may be made are that the lease fails to make satisfactory provision with respect to one or more of the following matters, namely—

(a) the repair or maintenance of—

(i) the flat in question, or

(ii) the building containing the flat, or

(iii) any land or building which is let to the tenant under the lease or in respect of which rights are conferred on him under it;

(b) the insurance of the building containing the flat or of any such land or building as is mentioned in paragraph (a)(iii);

(c) the repair or maintenance of any installations (whether they are in the same building as the flat or not) which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation;

(d) the provision or maintenance of any services which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation (whether they are services connected with any such installations or not, and whether they are services provided for the benefit of those occupiers or services provided for the benefit of the occupiers of a number of flats including that flat);

(e) the recovery by one party to the lease from another party to it of expenditure incurred or to be incurred by him, or on his behalf, for the benefit of that other party or of a number of persons who include that other party;

(f) the computation of a service charge payable under the lease.

(g) such other matters as may be prescribed by regulations made by the Secretary of State.]

(3) For the purposes of subsection (2)(c) and (d) the factors for determining, in relation to the occupiers of a flat, what is a reasonable standard of accommodation may include—

Section 37

Application by majority of parties for variation of leases.

(1) Subject to the following provisions of this section, an application may be made to the appropriate tribunal in respect of two or more leases for an order varying each of those leases in such manner as is specified in the application.

(2) Those leases must be long leases of flats under which the landlord is the same person, but they need not be leases of flats which are in the same building, nor leases which are drafted in identical terms.

(3) The grounds on which an application may be made under this section are that the object to be achieved by the variation cannot be satisfactorily achieved unless all the leases are varied to the same effect.

(4) An application under this section in respect of any leases may be made by the landlord or any of the tenants under the leases.

(5) Any such application shall only be made if—

(a) in a case where the application is in respect of less than nine leases, all, or all but one, of the parties concerned consent to it; or

(b) in a case where the application is in respect of more than eight leases, it is not opposed for any reason by more than 10 per cent. of the total number of the parties concerned and at least 75 per cent. of that number consent to it.

(6) For the purposes of subsection (5)—

(a) in the case of each lease in respect of which the application is made, the tenant under the lease shall constitute one of the parties concerned (so that in determining the total number of the parties concerned a person who is the tenant under a number of such leases shall be regarded as constituting a corresponding number of the parties concerned); and

(b) the landlord shall also constitute one of the parties concerned.