FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/43UF/LSC/2026/0022
Property	:	7 Edward House, Royal Earlswood Park, Redhill, Surrey, RH1 6TL
Applicant	:	Firstport Property Services Limited
Representative	:	Ms Whittington of counsel instructed by JB Leitch Limited
Respondent	:	Monya Mondal
Representative	:	
Type of Application	:	For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985
Tribunal Members	:	Tribunal Judge Bowden Tribunal Member Ms Dalal
Venue	:	Havant Justice Centre
Hearing Date	:	29 September 2026
Date of Decision	:	05 October 2026

DECISION

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This is a formal order of the Tribunal which must be complied with by the parties.

Communications to the Tribunal MUST be made by email to rpsouthern@justice.gov.uk. All communications must clearly state the Case Number and address of the premises.

Summary of Decision

(1) The Tribunal determines that service charges are payable under the Lease

(2) The Tribunal makes the determinations as to the reasonableness of the sums as set out in paragraph 39 below.

(3) The Tribunal determines that the Respondent shall pay the Applicant £341 within 14 days of the Decision being sent to the parties, in respect of the reimbursement of the tribunal fees paid by the Applicant.

The Application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") and, where applicable, administration charges payable by the Respondent in respect of the service charge years/period for determination are/is 2017-2024/25.

2. The Respondent had not filed any documents despite several directions to do so. Ultimately, the Respondent had been debarred from participating under Rule 8 due to the Unless Order made by Tribunal Judge Pattni-Evan on 07 August 2026 being triggered. The relevant sections are:

> *11. On or before the **28th August 2026** the **Respondent shall send to the Applicant and the Tribunal** : A signed and dated statement with a statement of truth (i.e. "I believe that the facts stated in this statement are true") which sets out each*

aspect of its case including a response to the points made by the Applicant:-

- *Copies of any other relevant documents relied upon*
- *Any witness statements (see below)*
- *Representations on any application under Section 20C preventing the landlord from recovering the costs of the proceedings through the service charge or under Para 5A Schedule 11 preventing the landlord from recovering litigation costs from a tenant.*

12. Unless the Respondent complies with paragraph 11 of this Order by the stated deadline, she shall be debarred from relying upon any further evidence or submissions not already provided to the Tribunal, and the application shall thereafter proceed to determination on the basis of the material already before the Tribunal.

13. In the event of non-compliance, no further order of the Tribunal shall be required for the debarring provision in paragraph 2 to take effect.

3. Paragraph 13 referred to paragraph 2 in error; paragraph 12 is the debarring provision.

The Hearing

4. The Applicant appeared and was represented by Ms Whittington of counsel. Rhys Brown attended on behalf of Firstport Property Services Limited.
5. The Respondent appeared in person.
6. The Tribunal did not inspect 7 Edward House, Royal Earlswood Park, Redhill, Surrey, RH1 6TL ("the Property").
7. The Hearing was on 29 September 2026 at Havant Justice Centre.

The Background

8. The property which is the subject of this application is a ground floor dwelling, flat 7, within Edward House, which is one of the blocks in the Royal Earlswood Park, a residential development in Redhill, Surrey. The development is set within 24 acres of landscaped grounds and has a leisure centre

9. The Applicant is the management company, as named in the Lease. Its name was Peverel OM Limited at the time the Lease was drawn up, but it has since changed its name. It remains the same corporate entity.

10. The Respondent holds a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The Respondent's leasehold ownership of the Property is derived from and subject to a lease dated 5 April 2002, made between (1) Weston Homes PLC, (2) Peverel OM Limited and (3) Monya Mondal ("the Lease").

11. The relevant terms of the lease are:

    a. Clause 3, the Lease is granted subject to payment of the Lessee's Proportion (i.e. the service charge).

    b. Clause 4 of the Lease, the Lessee covenants with the Manager to observe and perform the obligations set out within Parts One and Two of the Eighth Schedule of the Lease.

    c. Paragraph 2 of Part One of the Eighth Schedule of the Lease, the Lessee covenants to pay to the Manager the Lessee's Proportion as provided for within the Lease.

    d. In the Particulars of the Lease, the Lessee's Proportion is defined as the proportion of the Maintenance Expenses payable by the Lessee in accordance with the Sixth Schedule thereof (and also by Clause 1 of the Lease, the Maintenance Expenses means the monies actually expended or reserved for periodical expenditure by or on behalf of the Manager/Lessor in complying with the Sixth Schedule).

e. The Sixth Schedule of the Lease therefore sets out the matters/services for which service charges are payable.

f. The Seventh Schedule of the Lease envisages that service charges are demanded half-yearly in advance each year, with a balancing credit/charge then being applied after year end (depending upon whether service charges were overbudgeted or underbudgeted). Please see in particular Paragraph 7 of the Seventh Schedule of the Lease.

g. Paragraph 3 of Part One of the Eighth Schedule of the Lease, provision is made for the payment of interest on late payments of service charge (although not strictly relevant to these proceedings, reference is made to interest for completeness).

Preliminary issues

12. The Respondent attended in person. The Applicant was invited to set out its position regarding the Respondent's participation.

13. The Applicant's position was as follows, in summary:

a. The Respondent had been given multiple opportunities to respond and had failed to do so.

- The Tribunal issued directions on 19 January 2026, asking the Respondent to respond by 06 February 2026.
- A Case Management Hearing (CMH) had been scheduled for 13th February, which the Respondent did not attend. The CMH took place after the Tribunal was satisfied that the Respondent had been duly notified of the Hearing.
- Following this, the Respondent was asked to provide her statement if she disputed the service charges by 27th March 26.
- On 29 April 2026, strike-out warning directions were made by the Tribunal, and the Respondent was afforded another opportunity to file her statement of case.

- On 19 May 2026, the Respondent sent a letter to the Tribunal, but no statement of case was provided.
- On 26 May 2026, further directions were issued asking the Respondent to respond by 16th June 26.
- The Respondent then sent an email requesting an adjournment and stating that she had been withholding the service charges following structural damage to her flat and pending works being carried out.
- On 07 August 2026, the Tribunal gave further directions, stating that it did not have jurisdiction to consider the issues the Respondent was raising and requiring the Respondent to provide her statement of case by 28 August 2026. The Tribunal directed that if the Respondent did not comply, she would be debarred automatically.

b. There was an unless order that had been triggered.

c. The explanation(s) that the Applicant had been made aware of, were not an explanation as to why the Respondent had not complied with directions, when she had known about these proceedings were taking place.

d. If the Respondent was permitted to participate and produce evidence (orally or otherwise), at this late stage, then the Applicant would be ambushed. They did not know the case against them (if any, as it also appeared the payability and reasonableness were not challenged) and would have no time to consider the allegations and respond. It would be highly prejudicial and unfair. Particularly given that the Respondent had been given multiple opportunities since January 2026 to outline her case.

14. The Respondent's position was:

a. She had suffered structural problems in her flat since 2014 and had tried to work with the Applicant so as to get the structural issue within her property addressed.

b. She did have issues with some aspects of the service charge, e.g. the insurance; she had not been provided with the information she needed to deal with the issues in the Property.

c. She was not, however, challenging the reasonableness of any of the service charges, but was withholding the service charges so that the structural issues in her flat could be addressed by the Managing Agent.

d. She was very sorry for not complying; she has been dealing with a lot of personal matters since COVID-19 and recently as a carer. She has not been able to deal with the Tribunal directions alongside that.

15. When asked if she was asking to be able to participate, she confirmed she was.

16. The Tribunal treated the Respondent's request as an oral application to amend/suspend/set aside the debarring order using case management powers under Rule 6.

17. The Panel considered the application in private.

Preliminary Issues Decision

18. The Panel refused the Respondent's request as an oral application to amend/suspend/set aside the debarring order using case management powers under Rule 6. This was because:

a. The application to amend/suspend/set aside the debarring order was not made promptly. The Unless Order was within the directions dated 07 August 2026, and the hearing was on 29 September 2026.

b. The Respondent was unable to provide a good reason for the non-compliance to date.

c. In all the circumstances of the case, it would be highly prejudicial to the Applicant.

Applicant's case

19. The Applicant took the Tribunal to the relevant clause/sections of the Lease

20. The Applicant took the Tribunal to the individual service demands. The Applicant confirmed each demand was sent by post to the Respondent.

21. The Applicant took the Tribunal to the service charge accounts and explained the two parts to the service charge.

22. The Applicant took the Tribunal to Mr Humphreys' witness statement, where he addressed reasonableness as best he could without knowing what, if any, service charges were challenged.

23. Their interest demanded was permitted under the lease.

24. The administration charges had been refunded, and the statement of account seen on pages 80/81 was service charges and interest only.

25. The Applicant concluded by stating:

    a. The annual service charges were, in the main, consistent. The jump seen in 2018-2019 was because there was a change in law and the Applicant was required to hold sufficient reserves so as not to go into a 'negative' balance; therefore, there was an increase in the sums demanded for the reserve fund.

    b. There is no evidence that the service charges are unreasonable

    c. The accounts are all audited.

26. The Applicant confirmed that it was seeking determination of service charge years, even where they fell outside the limitation period.

27. The Applicant confirmed that the statement of account was intended to reflect the service charges only; this was why charges for administration fees had been credited. The total outstanding service charge sum was as per the statement of account, £28,308.38.

The Law

28. The relevant sections of the Landlord and Tenant Act 1985 (LTA 1985) are set out below.

Liability to pay service charges s.27A LTA 1985

29. The Tribunal has the power to determine service charges under s.27A of the LTA 1985. The Tribunal's jurisdiction is limited by s.27A(4).

Service charge s18 LTA 1985

30. LTA 1985 defines service charge in s18.

> *"18 Meaning of "service charge" and "relevant costs"*
>
> *(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent –*
>
> > *(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and*
> >
> > *(b) the whole or part of which varies or may vary according to the relevant costs.*
>
> *(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.*
>
> *(3) For this purpose –*
>
> > *(a) "costs" includes overheads, and*
> >
> > *(b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period."*

Reasonableness

31. LTA 1985 s19 deals with reasonableness.

> ***19 Limitation of service charges: reasonableness.***

(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—

(a) only to the extent that they are reasonably incurred, and

(b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Service charges payability

32. The Tribunal reviewed the Lease and carefully considered its terms.

33. The Tribunal cross-referenced the demands with the statement of account. The management company had removed all 'Administration Charges' from the service charge statement of account by way of credit/contra payment. The statement of account listed one 'Legal Review Fee'. According to the statement of account, the Legal Review Notice was dated 11 June 2026. The bundle contains no corresponding demand for this sum, and no further details were provided.

34. The statement of account lists three 'interest on arrears' invoices. The bundle contains corresponding invoices/demands.

35. The Tribunal satisfied itself that the sums demanded were reasonable by reviewing the Statement of Service Charges Annexures and the Annual Reports that contained an auditor's report, the income and expenditure accounts, the property managers' comments, the balance sheet and notes to the accounts.

Findings

36. The Respondent is liable to pay the Applicant a service charge under the terms of the lease.

37. The Respondent is liable to pay the Applicant interest on arrears under the terms of the lease

38. The Respondent is liable to pay legal fees under the terms of the lease where they fall within the scope of Sch 8 Part 1 Para 3. The Tribunal is not satisfied that the Legal Review Fee listed in the statement of account was demanded and therefore it cannot be recovered; further, no detail is provided so it cannot be determined whether this legal review fee does fall within Sch 8 Part 1 Para 3.

Service Charges Determination

39. The Tribunal determines that the amount payable in respect of the service charges in the years 2017-2025 is as follows:

Date Sent	Payment Due	Type	Period	Sum	Determination of reasonable sum	Page	Lease Clauses
06/06/2017	06/07/2017	Service Charge	1 May 17 to 31 Oct 17	£ 866.71	£ 866.71	82	Cl 1, 3 & 4 Sch 8, 7 & 8
06/10/2017	06/11/2017	Service Charge	1 Nov 17 to 30 Apr 18	£1,252.18	£1,252.18	84	Cl 1, 3 & 4 Sch 8, 7 & 8
04/11/2017	02/11/2017	Interest on arrears	6 Jul 17 to 2 Nov 17	£ 18.53	£ 18.53	86	Sch 8 Part 1 Para 3
28/03/2018	01/05/2018	Service Charge	1 May 18 to 31Oct 18	£1,345.69	£1,345.69	88	Cl 1, 3 & 4 Sch 8, 7 & 8
	11/06/2018	Legal Review fee		£ 60.00	£ -		Sch 8 Part 1 Para 3
10/06/2018	16/06/2018	Interest on arrears	3 Nov 17 to 10 Jun 18	£ 74.18	£ 74.18	92	Cl 1, 3 & 4 Sch 8, 7 & 8
25/09/2018	01/11/2018	Service Charge	1 Nov 18 to 30 Apr 19	£1,345.69	£1,345.69	96	Cl 1, 3 & 4 Sch 8, 7 & 8
19/03/2019	01/05/2019	Service Charge	1 May 19 to 31 Oct 19	£1,892.18	£1,892.18	100	Cl 1, 3 & 4 Sch 8, 7 & 8
30/09/2019	01/11/2019	Service Charge	1 Nov 19 to 30 Apr 20	£1,892.18	£1,892.18	104	Cl 1, 3 & 4 Sch 8, 7 & 8
30/03/2020	01/05/2020	Service Charge	1 May 20 to 31 Oct 20	£1,839.97	£1,839.97	108	Cl 1, 3 & 4 Sch 8, 7 & 8
22/09/2020	01/11/2020	Service Charge	1 Nov 20 to 30 Apr 21	£1,839.97	£1,839.97	112	Cl 1, 3 & 4 Sch 8, 7 & 8
29/03/2021	01/05/2021	Service Charge	1 May 21 to 31 Oct 21	£1,995.99	£1,995.99	116	Cl 1, 3 & 4 Sch 8, 7 & 8
23/09/2021	01/11/2021	Service Charge	1 Nov 21 to 30 Apr 22	£1,995.99	£1,995.99	120	Cl 1, 3 & 4 Sch 8, 7 & 8
04/11/2021	04/12/2021	Interest on arrears	1 May 20 to 30 Apr 21	£ 39.02	£ 39.02	124	Sch 8 Part 1 Para 3

13/04/2022	13/05/2022	Service Charge	1 May 22 to 31 Oct 22	£1,965.77	£1,965.77	128	Cl 1, 3 & 4 Sch 8, 7 & 8
05/10/2022	05/11/2022	Service Charge	1 Nov 22 to 30 Apr 23	£1,965.77	£1,965.77	132	Cl 1, 3 & 4 Sch 8, 7 & 8
11/11/2022	11/12/2022	Service Charge Year End Adjustment	1 May 21 to 30 Apr 22	£ (48.21)	£ (48.21)	136	Cl 1, 3 & 4 Sch 8, 7 & 8
19/04/2023	19/05/2023	Service Charge	1 May 23 to 31 Oct 23	£1,978.90	£1,978.90	140	Cl 1, 3 & 4 Sch 8, 7 & 8
02/10/2023	02/11/2023	Service Charge Year End Adjustment	1 May 22 to 30 Apr 23	£ (83.58)	£ (83.58)	144	Cl 1, 3 & 4 Sch 8, 7 & 8
31/10/2023	01/12/2023	Service Charge	1 Nov 23 to 30 Apr 24	£1,978.90	£1,978.90	148	Cl 1, 3 & 4 Sch 8, 7 & 8
24/04/2024	24/05/2024	Service Charge	1 May 24 to 31 Oct 24	£1,996.21	£1,996.21	152	Cl 1, 3 & 4 Sch 8, 7 & 8
03/10/2024	03/11/2024	Estate Service Charge Year End Adjustment	1 May 23 to 30 Apr 24	£ 100.13	£ 100.13	156	Cl 1, 3 & 4 Sch 8, 7 & 8
30/09/2024	01/11/2024	Service Charge	1 Nov 24 to 30 Apr 25	£1,996.21	£1,996.21	160	Cl 1, 3 & 4 Sch 8, 7 & 8
				£28,308.38	**£28,248.38**		

Application under Rule 13: Reimbursement of fees

40. The Applicant sought the reimbursement of the application fee (£114) and the hearing fee (£227) under Rule 13. This was because the Applicant had been forced to bring these proceedings as the Respondent has continually refused to pay the service charges; the balance on the service charge account was greater than £28,000. There had been limited engagement from the Respondent, and this hearing could have been avoided, especially as the payability and reasonableness did not appear to be in dispute. It was the Respondent who had wanted her case to be heard. The Applicant sought payment in 14 days.

41. The Tribunal invited the Respondent to comment on the time to pay. The Respondent agreed that if an order for the reimbursement of fees was made, she could pay within 14 days.

Decision

42. Having heard the submissions from the parties and taking into account the case history and the determinations above, the Tribunal determined that the Respondent should pay the application fee (£114)

and the hearing fee (£227), being a total of £341, by the date 14 days after the date that this decision is sent to the parties.

Name: Tribunal Judge Bowden **Date:** 05 October 2026

RIGHTS OF APPEAL

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

1. A written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case by email at rpsouthern@justice.gov.uk.
2. The application for permission to appeal must arrive at the Regional office within 28 days after the date this decision is sent to the parties.
3. If the application is not made within the 28-day time limit, such an application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must state the grounds of appeal and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.

Annex 1 – the Lease

Particulars

Part A Proportion	Means: $\frac{1}{x}$ x y where: x = the total number of transfers and leases of Dwellings legally completed by the Lessor up to the end of the relevant financial period y = all the expenses reasonably and properly incurred within the relevant financial period by the Manager in connection with the matters referred to in Part "A" of the Sixth Schedule together with whatever of the matters referred to in Part "C" of the said Schedule as are relevant to the matters mentioned in the said Part "A"
Part B Proportion	3.33 % (Block Costs)

Clause 3

3. DEMISE

IN consideration of the Premium now paid by the Lessee to the Lessor (the receipt whereof is hereby acknowledged) and of the Rent hereinafter reserved and contained THE LESSOR with Full Title Guarantee HEREBY DEMISES AND CONFIRMS unto the Lessee ALL AND SINGULAR the Demised Premises TOGETHER WITH the rights set out in the Fourth Schedule to the exclusion of any implied rights pursuant to Section 62 of the Law of Property Act 1925 and SUBJECT however to the Lessee's covenants hereinafter contained TO HOLD the same unto the Lessee for the Term calculated from the Commencement Date SUBJECT TO the burden of the covenants or agreements already entered into by the Lessor and the Management Company with the transferee lessee or tenant of any of the Properties for the observance of the Development Regulations and to all rights and easements appertaining to any other property adjoining the Development and SUBJECT TO all covenants stipulations and other matters hereinafter contained or referred to in the Charges Register of the title above referred to so far as the same relate to or affect the Demised Premises and SUBJECT ALSO TO the rights set out in the Fifth Schedule (which so far as not already affecting the Lessor's estate in the Demised Premises are hereby excepted and reserved from this demise) YIELDING AND PAYING THEREFOR during the Term the Rent or such greater rent as shall be determined following the review thereof as hereinafter provided and in any event to be paid for the first Twenty-Five years thereof by equal half yearly payments in advance on the First day of May and the First day of November in each year the first of such payments being a proportionate payment to be made on the execution hereof

3.1 The Rent shall be subject to review on each twenty-fifth anniversary of the Commencement Date and then shall if appropriate be increased to such sum as is the same percentage of the Review Value of the Block as the Rent is of the First Value of the Block BUT so that such reviewed rent shall never equal or exceed such a sum as would in appropriate circumstances create an inhibition on the premium capable of being charged on an assignment of the Demised Premises in the same manner as set out in Section 127 and Schedule 18 Part II of the Rent Act 1977 as amended by Section 78 of the Housing Act 1980 or any amending or

similar legislation in which case the Rent shall be £1.00 less than the sum which would otherwise be charged

3.2 The amount of Rent for a specific Review Period and each succeeding Review Period shall be specified in a written notice given by the Lessor to the Lessee at any time within twelve months prior to the appropriate Twenty-First anniversary of the Commencement Date PROVIDED THAT if the Lessee serves a counter-notice on the Lessor within three months (time being of the essence) of the service of the said notice disputing such increase in the Rent then the reviewed Rent shall be either as may subsequently be agreed in writing between the Lessor and the Lessee within three months of the date of the said counter-notice or such longer period as shall be agreed between the Lessor and the Lessee or that as shall be determined by a chartered surveyor ("the Surveyor") (acting as an expert and not an arbitrator) who shall be appointed by the President for the time being (or another proper officer) of the Royal Institution of Chartered Surveyors or (if he fails to appoint one within three months of being requested to do so) then by the President for the time being (or another proper officer) of the Law Society on the application by the Lessor made any time after the expiration of the final said three month period

3.3 The Surveyor may be requested to determine all or any of the rents of the Dwellings in the Block together

3.4 The Lessor and Lessee shall pay in equal shares the fees of the Surveyor under this Clause in equal shares or in the case of the Surveyor being requested to determine the rent of the Demised Premises and other properties at the same time then the appropriate proportion thereof

AND ALSO paying on demand by way of further or additional rent the Lessees Proportion

Clause 4

4. THE LESSEE'S COVENANTS

THE LESSEE for the mutual protection of the Lessor and of the Manager and of the lessees or transferees of the Properties HEREBY COVENANTS:

4.1 With the Lessor to observe and perform the obligations on the part of the Lessee set out in Parts One and Two of the Eighth Schedule and to observe and perform all covenants and stipulations contained or referred to in the Charges Register (if

any) of the Title above referred to so far as the same relate to or affect the Demised Premises and to indemnify the Lessor against all actions proceedings costs claims and demands in respect of any breach non-observance or non-performance thereof

4.2 With the Manager to observe and perform the obligations on the part of the Lessee set out in Parts One and Two of the Eighth Schedule

4.3 With the lessees and transferees of the Properties to observe and perform the obligations on the part of the Lessee set out in Part Two of the Eighth Schedule

The Second Schedule

THE SECOND SCHEDULE

The Maintained Property

The Maintained Property shall comprise (but not exclusively):

1. The Communal Areas and Facilities and gardeners/management store(s) (if any)
2. The structural parts of the Buildings including the roofs gutters rainwater pipes foundations floors and walls bounding individual Dwellings therein and all external parts of the Buildings including all window frames and all Service Installations not used solely for the purpose of an individual Dwelling together with all external decorative parts ancillary thereto

3. The drying areas (if any) the refuse stores the entrance halls passages landings staircases and other parts of the Buildings which are used in common by the owners or occupiers of any two or more of the Dwellings therein and the glass in the windows of such common parts together with all decorative parts ancillary thereto

4. The hard and soft landscaped parts of the curtilages of the Buildings including all accessways and footpaths all visitors parking spaces and all parking spaces in respect of which exclusive rights of user have been granted

5. The external surface of the glass in the external windows of the Dwellings for the purpose of cleaning only

EXCEPTING AND RESERVING from the Maintained Property:

(i) the glass and windows of all individual Dwellings SAVE FOR the external decorative parts thereof

(ii) all interior joinery plaster work tiling and other surfaces of walls the floors down to the upper side of the joists slabs or beams supporting the same and the ceilings up to the underside of the joists slabs or beams to which the same are affixed to the Dwellings

(iii) the Service Installations which exclusively serve individual Dwellings or

(iv) the exterior doors of the Dwellings SAVE FOR the external decorative parts thereof which for the avoidance of doubt shall form part of the Maintained Property

The Sixth Schedule

THE SIXTH SCHEDULE

The Maintenance Expenses

PART "A"

(Communal Areas and Facilities Costs)

1. Keeping the gardens and all other soft landscaped parts of the Communal Areas and Facilities generally in a neat and tidy condition and tending and renewing any lawns flower beds shrubs and trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence (if any) on or relating to the Maintained Property including any benches seats garden ornaments sheds structures or the like
2. Keeping all the accessways and hard landscaped parts of the Communal Areas and Facilities in good repair and clean and tidy and clearing snow therefrom where necessary Provided That there shall be no liability upon the Lessor or the Manager to carry out snow clearance unless requested by not less than 85 % of the persons entitled to use the same
3. Repairing maintaining inspecting and as necessary reinstating or renewing the Service Installations forming part of the Communal Areas and Facilities

4. Inspecting maintaining renting renewing reinstating repairing redecorating replacing cleaning and insuring the fire fighting appliances (if any) and all other equipment and facilities of whatsoever nature relating to the children's play areas(s) and the leisure facilities by way of contract or otherwise as the Manager may from time to time consider reasonably necessary or desirable for the carrying out of the acts and things mentioned in this Schedule

PART "B"

(Block Costs)

1. Inspecting rebuilding repointing renewing redecorating polishing or otherwise treating as reasonably necessary and keeping the Buildings and every part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof
2. Redecorating all the external parts and all the internal common parts of the Buildings including all doors door frames windows and window frames so often as in the opinion of the Manager is reasonably necessary
3. Keeping cleaned and re-equipped as may be necessary the drying areas (if any) the refuse storage areas the external glass in the external windows of the Dwellings the common entrance halls passages landings and staircases and all other common parts of the Buildings and arranging if necessary for the provision and emptying of refuse containers for use by the occupiers of the Buildings
4. Inspecting maintaining renting renewing reinstating replacing and insuring the fire fighting appliances (if any) communal telecommunication reception apparatus electronic door entry system(s) and such other equipment relating to the Maintained Property by way of contract or otherwise as the Manager may from time to time consider necessary or desirable for the carrying out of the acts and things mentioned in this Schedule
5. Insuring and keep insured the Buildings and other structures at all times against all the usual comprehensive risks applicable to a reasonably normal insurance policy covering this type of property in the full reinstatement value and such other risks as the Manager shall reasonably decide in the full reinstatement value PROVIDED ALWAYS:

5.1 This provision is subject as mentioned in Paragraph **4** of the Seventh Schedule

5.2 The Manager shall determine a reputable Company or office with which the insurance is to be placed and the sum insured

5.3 The insured amount shall include provision for the cost of demolition and clearance of buildings reinstatement and architects and surveyors and statutory fees

5.4 If notwithstanding the extent of the risk and value as aforesaid the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of the rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense under this Schedule recoverable from the lessees accordingly insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the Manager's insurance policy from time to time

5.5 The insurance cover shall extend to the lessees for the time being of the Demised Premises and their mortgagees (if any)

6. Keeping the gardens and soft landscaped parts of the Building curtilages generally in a neat and tidy condition and tending and renewing any lawns flower beds shrubs and trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence (if any) on or relating thereto including any benches seats garden ornaments sheds structures or the like including any such items which the Lessor was obliged to carry out on the Development as part of its own obligations in connection with any planning condition attached to the planning permission for the Development or otherwise and the Manager will further indemnify the Lessor from and against any costs claims actions or demands whatsoever in relation thereto

7. Keeping all the accessways and hard landscaped parts of the Building curtilages including all the parking spaces forming part thereof in good repair and clean and tidy and clearing snow therefrom where necessary Provided That there shall be no liability upon the Lessor or the Manager to carry out snow clearance unless requested by not less than 85% of the persons entitled to use the same

PART "C"

(Costs applicable to any or all of the previous parts to this schedule)

.1. Insuring any risks for which the Manager may be liable as an employer of persons working or engaged in business on the Maintained Property or as the owner of the Maintained Property or any part thereof in such amount as the Manager shall reasonably think fit

2. Providing and paying such persons as may be necessary in connection with the upkeep of the Maintained Property

3. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether parliamentary parochial local or of any other description) assessed charged or imposed upon or payable in respect of the Maintained Property or any part thereof except insofar as the same are the responsibility of the transferee or lessee of any of the Dwellings

4. Paying any value added tax chargeable in respect of any of the matters referred to in this Schedule

5. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the Development or any part thereof insofar as the same is not the liability of or attributable to the transferee or lessee of any of the Dwellings

6. Preparing and supplying to the transferee or lessee of any of the Dwellings copies of any Development Regulations

7. Generally managing and administering the Maintained Property and protecting the amenities of the Maintained Property and for that purpose if necessary employing a firm of managing agents or consultants or similar (save that all the fees of such managing agents shall be met from the management fee more particularly described in paragraph 12 of this Schedule) and the payment of all costs and expenses incurred by the Manager:

7.1 in the running and management of the Development and the collection of the reserved rents and in the enforcement of the covenants and conditions and regulations contained in the transfers and leases of the Dwellings and any Development Regulations

7.2 in making such applications and representations and taking such action as the Manager shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law

on the owner of any of the Dwellings or on the Manager in respect of the Development or the curtilages thereof or all or any of the Dwellings therein and

7.3 in the valuation of the Buildings from time to time for insurance purposes

7.4 in the preparation for audit of the service charge accounts

8. Enforcing or attempting to enforce the observance of the covenants on the part of any transferee or lessee of any of the Dwellings

9. Employing a qualified accountant for the purpose of auditing the accounts in respect of the Maintenance Expenses and certifying the total amount thereof for the period to which the account relates

10. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Development insofar as such compliance is not the responsibility of the transferee or lessee of any of the Dwellings

11. Providing inspecting maintaining repairing reinstating and renewing any other equipment and providing any other service or facility which in the opinion of the Manager it is reasonable to provide

12. The sum of EIGHTY FIVE POUNDS (£85.00) plus VAT per Dwelling per annum in respect of the costs and outgoings described in this Schedule which said sum shall be the management fee (which incorporates a profit element) of the Manager or its successors or assigns PROVIDED ALWAYS that the sum certain aforesaid shall be reviewed annually and varied upwards only in line with annual inflation figures as shall be issued by HM Government

13. Such sum as shall be considered necessary by the Manager (whose decision shall be final as to questions of fact) to provide a reserve fund or funds for items of future expenditure to be or expected to be incurred at any time in connection with the Maintained Property

14. Operating maintaining and (if necessary) renewing the lighting water and power supply apparatus from time to time of the Maintained Property and providing such additional lighting water or power supply apparatus as the Manager may reasonably think fit

15. All other expenses (if any) incurred by the Manager in and about the maintenance and proper and convenient management and running of the Development

including in particular but without prejudice to the generality of the foregoing any expenses incurred in rectifying or making good any inherent structural defect in the Buildings or any other part of the Development (except in so far as the cost thereof is recoverable under any insurance policy for the time being in force or from a third party who is or who may be liable therefor) any interest paid on any money borrowed by the Manager to defray any expenses incurred by it and specified in this Schedule any costs imposed on the Manager in accordance with Paragraph 4 of the Seventh Schedule any legal or other costs reasonably and properly incurred by the Manager and otherwise not recovered in taking or defending proceedings (including any arbitration) arising out of any transfer or lease of any part of the Development or any claim by or against any transferee lessee or tenant thereof or by any third party against the Manager as owner lessee or occupier of any part of the Development

The Seventh Schedule

THE SEVENTH SCHEDULE

The Lessee's Proportion of Maintenance Expenses

1. The Lessee's Proportion means:

1.1 The Part A Proportion of the amount attributable to the Demised Premises in connection with the matters mentioned in Part "A" of the Sixth Schedule and of whatever of the matters referred to in Part "C" of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part "A" of the said Schedule

1.2 the Part B Proportion of the amount attributable to the Block in connection with the matters mentioned in Part "B" of the Sixth Schedule and of whatever of the matters referred to in Part "C" of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part "B" of the said Schedule

2. If due to any re-planning of the layout of the Development or the Block by the Lessor it should at any time become necessary or equitable to do so the Manager shall recalculate on an equitable basis the percentage appropriate to all properties comprising the Development or Block (as the case may be) and to notify the lessees and transferees accordingly and in such case as from the date specified in the notice the new Lessees Proportion(s) notified to the Lessee in respect of the

Demised Premises shall be substituted for those set out in Paragraph 1 and the new Lessees Proportion shall be notified by the Manager to the other lessees and transferees in respect of the Properties and shall be substituted for those set out in their leases or transfers

3. The certification of the accountant referred to in Paragraph 9 of Part "C" of the Sixth Schedule shall (subject as hereinafter mentioned) be binding on the Manager and the Lessee unless manifestly incorrect

4. If the Lessee shall at any time during the Term object to any item of the Maintenance Expenses as being unreasonable or to the insurance matters mentioned in the Sixth Schedule being insufficient then the matter in dispute shall be determined by a person to be appointed for the purpose by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall bind both parties and whose costs shall be borne by whomsoever the said person shall decide PROVIDED THAT any objection by the Lessee under this Paragraph shall not affect the obligation of the Lessee to pay to the Manager the Lessee's Proportion in accordance with Paragraph 7 of this Schedule and after the decision of any person appointed as aforesaid any overpayment by the Lessee shall be credited against future payment due from the Lessee to the Manager under this Schedule

5. The amount of Maintenance Expenses shall be adjusted to take into account any sums received by the Manager as contribution towards the cost of the matters mentioned in the Sixth Schedule from the owners lessees or occupiers of any adjoining or neighbouring properties to the Development

6. An account of the Maintenance Expenses (distinguishing between actual expenditure and reserve for future expenditure) for the period ending on the 30th day of April Two Thousand and for each subsequent year ending on the 30th day of April during the Term shall be prepared as soon as is practicable and the Manager shall if it so decides or if requested in writing by the Lessee to do so serve a copy of such account and of the accountants certificate on the Lessee

7. The Lessee shall pay to the Manager the Lessee's Proportion of the Maintenance Expenses in manner following that is to say:

7.1 In advance on the First day of May and the First day of November in every year throughout the Term one half of the Lessee's Proportion of the amount estimated from time to time by the Manager or its managing agents as the Maintenance Expenses for the year the first payment to be apportioned (if necessary) from the date hereof

7.2 Within twenty one days after the service by the Manager on the Lessee of a certificate in accordance with Paragraph 6 of this Schedule for the period in question the Lessee shall pay to the Manager the balance by which the Lessee's Proportion received by the Manager from the Lessee pursuant to Sub-Paragraph 7.1 of this Schedule falls short of the Lessee's Proportion payable to the Manager as certified by the said certificate during the said period and any overpayment by the Lessee shall be credited against future payments due from the Lessee to the Manager

The Eighth Schedule

THE EIGHTH SCHEDULE

Covenants by the Lessee

PART ONE

Covenants Enforceable by the Lessor and the Manager

1. To pay to the Lessor or its authorised agent the Rent hereinbefore reserved on the days and in the manner herein provided
2. To pay to the Manager or its authorised agent (or to the Lessor in the event that the Lessor is managing pursuant to paragraph 6 of the Ninth Schedule) the Lessee's Proportion at the times and in the manner herein provided
3. To pay interest at the rate of four per centum (4%) above Barclays Bank plc Base Rate from time to time on all sums payable by way of Rent or service charge which shall be in arrears from the date due until the date of actual payment
4. To pay all costs charges and expenses (including legal costs and fees payable to a Surveyor) incurred by the Lessor in or in contemplation of any proceedings or service of any notice under Sections 146 and 147 of the Law of Property Act 1925 including the reasonable costs charges and expenses aforesaid of and incidental to the inspection of the Demised Premises the drawing up of schedules of dilapidations and notices and any inspection to ascertain certain whether any notice has been complied with and such costs charges and expenses shall be paid

whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by the Court

5. To yield up at the termination of the Term the Demised Premises together with any landlord's fixtures and appliances and any replacements thereof in such good and substantial repair order and condition as shall be consistent in all respects with the due performance and observance of the covenants on the part of the Lessee and the conditions herein contained

6. At any time within six calendar months prior to the termination of the Term to permit intending lessees and tenants authorised by order in writing of the Lessor its agents to view the Demised Premises at reasonable hours in the day-time by appointment

7. To pay and discharge all rates taxes assessments charges duties and other outgoings whatsoever whether parliamentary parochial or of any other kind which now are or during the Term shall be assessed or charged on or payable in respect of the Demised Premises or any part thereof or by the landlord tenant owner or occupier thereof

8. To keep the Manager and the Lessor indemnified in respect of charges for other services payable in respect of the Demised Premises which the Lessor or the Manager shall from time to time during the Term be called upon to pay such sums to be repaid to the Lessor or the Manager on demand

9. To repair and keep the Demised Premises and all Service Installations exclusively serving the same (but excluding such parts of the Demised Premises as are included in the Maintained Property) and every part thereof and all landlord's fixtures and fittings therein and all additions thereto in good and substantial repair order and condition at all times during the Term including the renewal and replacement forthwith of all worn or damaged parts but so that the Lessee shall not be liable for any damage which may be caused by any of the risks covered by the insurance referred to in the Sixth and Ninth Schedules (unless such insurance shall be wholly or partially vitiated by any act or default of the Lessee or of any member of the family employee or visitor of the Lessee or other such occupiers) or for any work for which the Manager may be expressly liable under the covenants on the part of the Manager hereinafter contained

10. If the Lessee shall (in the exercise of the rights conferred upon him by Paragraph 4 of the Fourth Schedule) require access to any other part of the Development to give at least seventy-two hours notice in writing (except in cases of extreme urgency) to the Manager or its agents and to the occupiers of that part of the Development to which the Lessee requires access and the Lessee shall on giving such notice be entitled to have access to such part of the Development but shall act carefully and reasonably doing as little damage as possible to any part of the Development and making good all damage done at the Lessee's own expense

11. As often as may be necessary and at least once in every fifth year and in the year preceding the termination of the Term to paint with two coats of good quality material and in a proper and workmanlike manner all the internal wood metal stone and other work of the Demised Premises which usually are or ought to be painted and at the time of every inside painting to decorate and colour all such parts of the inside of the Demised Premises as are usually or should be treated using materials of suitable and appropriate quality

12. To clean all the internal surfaces of all windows of the Demised Premises at least once in every four weeks

13. To permit the Lessor or the Manager with or without workmen and others at any convenient hours in the day-time having given reasonable prior written notice to enter into and upon the Demised Premises to take inventories of the landlord's fixtures fittings and appliances therein and to view the condition thereof and upon notice being given to the Lessee specifying any repair or works necessary to be done for which the Lessee is liable hereunder forthwith to comply with the same and if the Lessee shall not within thirty days after the service of such notice proceed diligently with the execution of such repairs or works then to permit the Lessor or the Manager or their respective agents with or without workmen and appliances to enter upon the Demised Premises and cause such repairs or works to be executed and the cost thereof shall be payable by the Lessee on demand

14. To make good any damage to any part of the Development caused by any act or omission or negligence of any occupant of or person using the Demised Premises and (without prejudice to the generality of the foregoing) not to damage or interfere with the aerials and services of the Development (whether or not

attached to or included in the Demised Premises) or any fire-fighting appliances (if any) or any other equipment referred to in the Sixth Schedule

15. Not to bring into the Demised Premises or any part thereof any article which will impose undue stress or strain to any part of the floor surface or structure or any article which is or may become dangerous to the Development or the occupants thereof

16. Not to do or permit or suffer any act or omission which may render any increased or extra premium payable for the said insurance of the Maintained Property or any part thereof or which may make void or voidable any such insurance or the insurance of premises adjoining the Maintained Property and so far as the Lessee is liable hereunder to comply in all respects with the reasonable requirements of the insurers with which the Maintained Property or any part thereof may for the time being be insured

17. Forthwith to make good to the Manager or the Lessor all loss or damage sustained by the Manager or the Lessor consequent upon any breach of the last mentioned provision

18. Not to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 1990 or any enactment amending or replacing it and to keep the Lessor and the Manager indemnified against all claims demands and liabilities in respect of any such contravention

19. To comply with and make all reasonable endeavours to ensure that all persons living in or visiting the Demised Premises or using the Parking Space or any part of the Maintained Property shall comply with the Development Regulations

20. To deliver to the Lessor forthwith a copy of every notice or other document of whatever description affecting or likely to affect the Demised Premises or any part thereof received by the Lessee from any authority or person whatsoever whether such notice or other document as aforesaid be served upon the Lessee or upon any sub-tenant of the Lessee and at the request of the Lessor to make or join with the Lessor on making such objections or representations against or in respect of any notice or other document as aforesaid as the Lessor shall deem expedient

21. To comply in all respects at the Lessee's own cost with the provisions of any statute statutory instrument order rule or regulation and of any order direction or requirement made or given by any planning authority or the appropriate Minister or Court (whether requiring anything to be done or omitted by landlord tenant or occupier) so far as the Lessee is liable hereunder and forthwith to give notice in writing to the Lessor of the making or giving of such order direction or requirements as aforesaid

22. Not to cut maim or injure nor to make any breach in any part of the structure of the Demised Premises nor without the previous consent in writing of the Manager or its agents to make any alteration whatsoever to the plan design or elevation of the Demised Premises nor to make any openings therein nor to open up any floors walls or ceilings for the purpose of altering or renewing any pipes wires ducts or conduits nor to alter any of the landlords fixtures fittings or appliances therein and not in any case to commit or allow any waste or spoil on or about the Demised Premises

23. Not to display or hang any window boxes clothes washing aerials satellite dishes or any similar telecommunication transmission or reception apparatus or thing from the Demised Premises (except aerials placed there by the Lessor or the Manager)

24. On making application for any such consent as aforesaid to submit to the Manager or its agents such plans block plans elevations and specifications as they shall require and to pay the reasonable and proper legal and surveyors fees of the Manager in connection with any such application and to carry out any work authorised only in accordance with such plans block plans elevations and specifications as they shall approve in writing making use of good sound and substantial materials all of which shall be subject to inspection and approval by them

25. Not at any time during the Term:

25.1 sub-let the whole or any part of the Demised Premises save that an under-letting of the whole of the Demised Premises is permitted in the case of an assured shorthold tenancy agreement or any other form of agreement which does not create any rights of tenancy beyond the term of any such agreement with the prior

written consent of the Manager or its agents (such consent not to be unreasonably withheld or delayed)

25.2 separately assign transfer or part with the possession or occupation of any part or parts of the Demised Premises but only to assign transfer or part with the possession thereof as a whole and not to assign transfer or part with the possession or occupation of the Demised Premises during the last seven years of the Term without the prior written consent of the Manager or its agents (such consent not to be unreasonably withheld or delayed)

26. On the occasion of every assignment or transfer of the Demised Premises for the unexpired portion of the Term and in every under-lease or tenancy agreement (which expression shall in this sub-clause include any under-lease assured shorthold tenancy agreement or company let) of the whole of the Demised Premises to insert a covenant by the assignee underlessee or tenant (as the case may) be directly with the Manager to observe and perform the covenants on the part of the Lessee and conditions contained in Parts One and Two of the Eighth Schedule of this Lease (other than payment of the rents reserved under the terms and conditions of this Lease in the case of any under-letting which for the avoidance of any doubt shall remain to be performed by the Lessee)

27. Within one month after the date of any and every assignment transfer mortgage charge under-lease or tenancy agreement (including any immediate or derivative under-lease or tenancy agreement) of the whole or part of the Demised Premises for any term assignment of such under-lease or grant of probate or letters of administration order of court or other matter disposing of or affecting the Demised Premises or devolution of or transfer of title to the same to give or procure to be given to the Secretary to the Manager notice in writing of such disposition or devolution or transfer of title with full particulars thereof and in the case of an under-lease if required by the Manager a copy thereof for registration and retention by it AND ALSO at the same time to produce or cause to be produced to them the document affecting or (as the case may be) evidencing such disposition or other matter and to pay or cause to be paid at the same time to the Manager's Secretary such reasonable fee appropriate at the time of registration in respect of any such notice perusal of documents and registration affecting the

. Demised Premises PROVIDED ALWAYS that in the case of a contemporaneous transfer and mortgage the fee shall only be payable on one of such matters

28. Not to interfere with or obstruct in the performance of the duties from time to time imposed upon him by the Manager any employee or servant of the Manager and not to carry out any decoration repair maintenance or otherwise upon the exterior of the Building(s)

29. Not to obstruct at any time nor in any way interfere with any manhole cover or any such access point on any part of the Development

PART TWO

Covenants enforceable by the Lessor and the Manager

and lessees and transferees of the Properties

1. Not to use or suffer to be used the Demised Premises for any purpose whatsoever other than as a private residence for occupation by a single household and in particular not to carry on or permit or suffer to be carried on in or from the Demised Premises any trade business or profession

2. Not to use the Parking Space for any purpose other than for the purpose of parking a private motor vehicle not exceeding three tonnes in gross laden weight or motor cycle thereon and not to park or allow to be parked any motor vehicle wheeled vehicle or other form of transport on any other part of the Development

3. Not to allow any trailer caravan or boat or other similar chattel to be brought on to any part of the Development

4. Not to carry out nor allow to be carried out on a commercial basis any vehicle maintenance on any part of the Development

5. Not to allow or cause to be allowed the deterioration of any vehicle on the Development to an unreasonable condition to abandon any vehicle whatsoever on any part of the Development and in the event of any breach of this covenant it shall be lawful for the Manager without prejudice to its rights hereunder to arrange for the removal of such neglected or abandoned vehicle and to recover from the Lessee any costs incurred by them

6. Not to obstruct at any time any accessways roadways entrances stairways or corridors on the Development

7. Not to use or permit or suffer the Demised Premises to be used for any illegal immoral or improper purpose and not to do permit or suffer on the Demised Premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor Manager or to the transferees lessees or occupiers of the Properties or to all owners or occupiers of any neighbouring property and to pay all costs charges and expenses of abating a nuisance and executing all such work as may be necessary for abating a nuisance or for carrying out works in obedience to a notice served by a local authority insofar as the same is the liability of or wholly or partially attributable to the default of the Lessee and not to exhibit any notice advertisement name plate or placard of any kind upon the Demised Premises except a notice for the sale or underletting of the Demised Premises which notice may be displayed only in a window of the Demised Premises or in such other place (if any) as the Manager may prescribe or approve by Development Regulations or otherwise

8. That:

8.1 if the Manager goes into liquidation for any reason (whether compulsory or voluntary) or fails to observe and perform its covenants under this Lease then and in any such case the Lessor and the Lessee will join with the transferees and lessees of the Properties in arranging for the carrying out of the matters mentioned in the Sixth Schedule the Lessee contributing a reasonable part of the expense of so doing in accordance with the provisions of this Lease

8.2 if a Nominee is appointed pursuant to Clause 7.10 then the Lessee will join with the transferees and lessees of the Properties in arranging for the substitution of the Manager by the Nominee including (without limitation) entering into a deed of covenant whereby the Nominee agrees to observe and perform the covenants and obligations of the Manager under this Lease and the Lessee agrees to observe and perform the covenants and obligations of the Lessee under this Lease

9. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into sinks or basins lavatories cisterns or waste or soil pipes in the Demised Premises but to place refuse in the appropriate receptacles in the area provided (if any) for that purpose for the use of the Demised Premises

10. No piano record player radio loud-speaker or other electric electronic mechanical musical or other instrument of any kind shall be played or used nor shall any singing be practised in the Demised Premises so as to cause annoyance to other occupiers of the Properties or so as to be audible outside the Demised Premises between the hours of 11 pm and 9 am

11. No dog bird cat or other animal or reptile shall be kept in the Demised Premises except with the prior written consent of the Manager which consent may be revoked at the discretion of the Manager

12. Within twelve months of the date of this Lease and forever after to ensure that the floors of the Property with the exception of the kitchen/bathroom and toilet are effectively covered by close carpeting