

DATED

9th March

2004

ENGLAND'S LANE LIMITED

-to-

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

LEASE

of

ENGLAND'S LANE RESIDENCE,

LONDON NW3 4XJ

in the London Borough of Camden

THIS LEASE is made the 9th day of march Two thousand and four

BETWEEN ENGLAND'S LANE LIMITED (Company Number 187369) whose registered office is c/o PO Box 212 One Lefebvre St Peter Port Guernsey CI GY1 4JE (hereinafter called 'the Lessor') of the one part and **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of the Town Hall, Judd Street London WCH1H 8LP hereinafter called 'the Lessee') of the other part

WHEREAS

THE LESSOR has agreed with the Lessee for the grant to the Lessee of a Lease of the Property (as hereafter defined) so that the Lessee may use the Property as a hostel and it is agreed by both parties that this Lease is not intended to give the Lessee a secure tenancy of the Property and that the Lessee shall not occupy the Property itself and that on expiry or earlier determination of the Term (as hereafter defined) the Property shall be returned to the Lessor with vacant possession and the Lessee warrants that the Lessee has no interest in the Property other than under this Lease

NOW THIS DEED WITNESSETH as follows:

IN this Lease where the context admits the following expressions and have following meanings:-

1.1 'the Property'

means the property known as England's Lane Residence, LONDON NW3 4XJ

1.2 'the Main Structure'

means the roof foundations load bearing walls joists beams external walls fences all window frames sills external drains and external surfaces of the Property and any cisterns tanks sewers drains pipes wires ducts circuits and other conduits serving the property alone or in common with other property any entry phones and aerials and any water gas electricity space heating central heating or sanitation system in the Property either serving the Property alone or in common with other and with prejudice to the generality of the foregoing anything not comprised in the Interior of the Property.

1.3 'the Interior of the Property'

means the internal doors glass in the windows interior surfaces of the ceilings floors main structural and/or internal walls of the Property

1.4 'the Term'

means the period of 10 years from 9th March 2004

1.5 'Lettable Unit'

a room in the Property that is available for occupation or is already occupied by the Lessee and/or the Lessee's tenant

1.6 'the Rent'

means the annual sum of £1,450,000 (one million four hundred and fifty thousand pounds) for the first year of the term and for each successive year the sum equal to the yearly rent payable hereunder ("the Existing Rent") increased by a sum bearing the same proportion to the Existing Rent as shall be borne by any increase in the Index of Retail Prices as at the date of the annual review to the figure shown therein for the month of the date hereof and the Lessor and the Lessee shall sign a memorandum of rent review evidencing the increased rent

The rent in respect of each year of the said term is to be paid by equal quarterly payments in advance without any deduction on the usual quarter days the first of such quarterly payments to be made on 12th March 2004 for the period commencing 9th March 2004 and ending on the quarter day next following

1.7 'Schedule of Repair and Condition'

Means the video recording of the state of repair and condition of the Property taken by the Lessee at the Lessee's cost and expense in the presence of a representative from the Lessor recording in detail the state of repair and condition of the Property and its fixtures and fittings; such recording to be taken prior to the date the Lessee goes into occupation of the Property and a copy of the recording shall be retained by both Lessor and Lessee

- 2.1 In consideration of the rent and covenants hereinafter reserved and contained and to be paid observed and performed by the Lessee the Lessor demises the Property together with any rights and easements reasonably necessary for the proper enjoyment of the Property to the Lessee for the Term at the annual rent or rents specified in Clause 1.6
- 2.2 The rent shall be exclusive of Value Added Tax and all other taxes duties charges assessments and outgoings whatsoever whether parliamentary parochial or of any other description which are or during the Term shall be imposed or charged on the Property.
- 2.3 The Lessee shall pay and be responsible for all Council Tax gas electricity telephone and water charges consumed and payable in respect of the Property together with Value Added Tax payable in respect of the rent if applicable
3. **THE LESSEE** shall use the Property only as a hostel
4. The Lease shall terminate on the expiration of the Term
5. **ON THE** termination of this Lease pursuant to Clause 4 the Property shall be returned to the Lessor with vacant possession in a state of repair and condition commensurate with compliance by the Lessee with its obligations under this Lease and all furniture provided by the Lessee as outlined in Schedule One shall remain the property of the Council and may be removed by the Council on the expiration of the Term.
6. **THE LESSEE** covenants with the Lessor as follows:
- 6.1 To pay the rent or rents as provided for in clause 1.6 hereof
- 6.2 To keep in good repair whether inside or outside the Property all installations (including the central boiler) for space heating central heating water heating and sanitation and for the supply and use of the water gas and electricity to or in the Property and in the building (if any) of which the Property forms part
- 6.3 To comply with the statutory requirements for annual safety checks of gas appliances and installations and to produce to the Lessor on demand the record of such safety

checks and to notify the Lessor and any occupiers of the Property immediately if a dangerous appliance is identified

6.4 To keep the Interior of the Property in a condition no worse than as evidenced in the Schedule of Repair and Condition to be included with this Lease (fair wear and tear and damage by any of the insured risks excepted) and to maintain and repair the CCTV and a fire alarm system in the Property

6.5 To carry out any necessary repairs to reinstate the Interior of the Property at the expiration of the Term or sooner determination of this Lease to its state of repair and condition at the commencement of the Term as evidenced in the Schedule of Repair and Condition (fair wear and tear and damage by any of the Insured risks excepted)

PROVIDED THAT:-

6.7.1 The Lessor may agree to accept in lieu a payment by the Lessee of a sum reasonably estimated to be the cost of carrying out such works and if such payment is made the Lessee's obligations to carry out such works shall cease

6.7.2 At the end or sooner determination of the Term the Lessee shall redecorate the Interior of the Property and any floor coverings or carpets if necessary provided by the Lessor at the commencement of the Term

6.7.3 If a defect in the condition of the Property becomes apparent upon termination of this Lease which was not included in the Schedule of Repair and Condition the Lessee shall not be responsible for remedying such defect unless it was the Lessee's responsibility under the provisions of this clause 7 and the Lessee shall not be responsible for any damage to decorations fixtures and fittings caused by such defect

6.6 Not to erect or allow any third party to erect any other building on the Property nor to make or allow to be made any alterations or additions to the Property or to any external projection on the front of the Property or to damage or allow to be damaged any of the Main Structure nor to obstruct or divert any of the drains water pipes cisterns gutters pipes electric wires and cables which serve or may serve the Property

6.7 To permit the Lessor or its authorised agents and others with the Lessor's authority having given not less than 5 working days written notice (except in the case of emergency) to enter the Property to examine its state and condition and to repair or

decorate the Main Structure if the Lessor determines that such repair or redecoration is required

- 6.8 Not to use or permit the Property or any part of it to be used for any illegal or immoral purpose
- 6.9 Not to use or permit the use of the Property or any part of it for any trade manufacture or business save as explicitly authorised by the terms of this Lease
- 6.10 Not to assign transfer underlet charge or part with possession of the Property or any part of it other than as provided in sub-clause ~~7.13~~^{6.11} hereof *an*
- 6.11 To permit occupation of the Property only by persons who will use the Property as a hostel pursuant to the Lessee's obligations under the Housing Act 1996 with no security of tenure being afforded to or acquired by any occupier
- 6.12 Not to erect or allow to be erected on the Property any hoarding or advertisement of any kind nor to affix or display on the Property (whether internally or externally) any signboard or nameplate or advertised in any way that the Property is occupied or operated by the London Borough of Camden or in any other manner indicate that the Property is for occupation by homeless people
- 6.13 To use reasonable endeavours to prevent any occupier from playing or operating any musical instrument or wireless or television on any part of the Property in an unreasonable manner or at such times as to cause any nuisance annoyance or inconvenience to the owners or occupiers of any neighbouring or adjoining premises
- 6.14 At the expiry or earlier determination of the Term to hand back to the Lessor the Property in such state and condition as shall be consistent with the due performance of the Lessee's covenants and conditions under this Lease
- 6.15 To pay and indemnify the Lessor against all existing and future rates taxes assessments impositions and outgoings whatsoever (whether parliamentary parochial or otherwise) which are now or may at any time hereafter be assessed imposed charged on or payable in respect of the Property or the owner or occupier thereof during the Term
- 6.16 If the Lessee fails to pay the rent or any other sum due under this Lease to the Lessor with twenty eight days of the due date the Lessee shall pay to the Lessor interest on such rent or other money from the date when it was due to the date on

which was actually paid at the rate of 2% per annum above National Westminster Bank plc's Base Rate

- 6.17 Not to do or omit to do or allow to be done or omitted anything on the Property which may vitiate the policy or policies of insurance by or on behalf of the Lessor
- 6.18 To comply with all statutory provisions and requirements relating to the Property or in particular its planning permission for use as a hostel except where breach of the same occurs as a result of any act or omission of the Lessor and to indemnify and keep the Lessor indemnified against all actions proceedings costs claims and demands made in consequence of any failure so to comply

7. **THE LESSOR** covenants with the Lessee

- 7.1 That if the Lessee pays the rent and observes and performs the Lessee's covenants and stipulations the Lessee shall peaceably hold and enjoy the Property during the Term without any interruption by the Lessor or any person rightfully claiming under or in trust for it.
- 7.2 During the first three months of the Term to remedy any defect to fixtures and fittings which was not apparent at the commencement of the Term having received a written request from the Lessee to do so
- 7.3 To insure and keep the Property insured to its full value against loss or damage by fire theft impact aircraft riot civil commotion storm and tempest and all other perils as the Lessee may reasonably require including 3 years loss of Rent and to produce to the Lessee on the demand a certified copy of the insurance policy and receipt for the last premium
- 7.4 If during the Term the Property is materially affected or damaged by any of the insured risks so as to be unfit for occupation or use the policy or policies of insurance effected by or on behalf of the Lessor have not been vitiated or payment of the policy monies withheld or refused wholly or partly as a result of any negligence or default of the Lessee or the authorised occupants then the Rent or fair proportion of it according to the nature or extent of the damage sustained shall be suspended until the Property or the relevant part of it is fit for occupation and use PROVIDED THAT if the Property is so materially affected or damaged as to be entirely unfit for occupation or use then either party may determine this Lease at any time upon giving

not less than 28 days written notice not to be served prior to the expiration of 3 years from the date of such effect or damage

7.5 To keep in good repair and condition:-

7.5.1 The Main Structure of the Property

PROVIDED ALWAYS that if upon notice in writing from the Lessee to the Lessor of any such want of repair such want is not remedied to the reasonable satisfaction of the Lessee within a period of thirty days of the service of the said notice or such shorter period as shall be necessary (depending upon the seriousness of the breach) and shall be specified in the said notice then and in any such case (or after 24 hours notice in the case of emergency) the Lessee shall be entitled to carry out the works required and to recover the full cost of the same together with any surveyors fees reasonably incurred and VAT thereon and an administration fee reckoned at the rate of 10% of the cost of the works together with VAT thereon by deduction from the rent due or within fourteen days of demand

7.6 To notify the Lessee within seven days after and give the particulars of each and any contract entered into with a third party for the sale or transfer of the Property or if no contract has been entered into such notification shall be given within seven days of the date of completion of such transaction

7.8 To deliver today to the Lessee three full sets of keys to the Property and to surrender all other keys to the Property held by the Lessor or other parties and to supply entry codes to electronic security locks as applicable

7.9 To secure all necessary consents of any person whose consent may be required in order to grant this Lease

7.10 To give notice to the Lessee of a person who shall be the Lessor's proper agent for all the purposes of this Lease

8. **IT IS HEREBY AGREED** by and between the parties as follows:

8.1 In this Deed where the context admits the masculine shall be deemed to include the feminine the singular the plural and covenants entered into be more than one person shall be deemed to be joint and several

- 8.2 The Regulations as to notices contained in Section 196 of the Law of Property Act 1925 (as amended) shall be deemed to be incorporated in this Lease
- 8.3 If any of the rent is in arrear for more than twenty one days after the due date (whether it has been legally demanded or not) or if there is a breach of any of the Lessee's covenants the Lessor may re-enter upon the Property and thereupon the Term shall determine but without prejudice to the rights or remedies of either party in respect of any previous breach of covenant
- 8.4 Any monies payable by the Lessee to the Lessor under the provisions of this Lease shall be recoverable as rent in arrears
9. That any dispute between them as to the condition, state or repair or any other defect shall be resolved by the decision of an independent chartered surveyor appointed by the President or other senior officer for the time being of the Royal Institute of Chartered Surveyors upon the application of either party as a single arbitrator in accordance with the provisions of the Arbitration Act 1990 or any statutory modification or re-enactment thereof for the time being in force the costs of the arbitration to be shared equally by the Lessor and Lessee
10. It is hereby certified that there is no agreement for lease to which this lease gives effect
11. Having been authorised to do so by an order of the Reading County Court made on 5th March 2004 under the provisions of section 38(4) of the Landlord and Tenant Act 1954 Part II the parties hereto agree that the provisions of sections 24 to 28 of the Act shall be excluded in relation to this Lease

Schedule One
(Schedule of Furniture and Equipment provided by the Tenant)

Furniture/equipment type	Quantity Per Unit	
	2-3 Person Units	Larger Sized Units
Wardrobes –	1	2
Chest of drawers	1	2
Cookers - must be electric	1	1
Fridges – with large freezer box Tray from self defrosting	1	1
Single Beds – pvc (Waterproof mattress)	1-3	3-5
Cots – pvc (Waterproof mattress)	1 if baby inc.	1 if baby inc.
Tables (dining room) must be round 30 or 46inch diameters	1	1
Chairs – hard plastic - any other fabric must be flame retardant	2-3	3-5
Waste bins (small metal)	1	2
Curtains must be flame retardant and nets	As required	As required
Lampshades	1	2

General Issue	Description	Quantity
Stores	Heaters (oil filled)	60
	Hoovers	2
	Crockery sets	20
	Buffing machines	3
	Duvets/duvet covers	30
	Pots/pans (selection)	30
	Pillows	60
	Pillow cases	120
	Flat Sheets	120

IN WITNESS whereof the parties hereto have executed this Lease as a Deed

THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN
was hereunto affixed by Order:-


Duly Authorised Officer



