

DATED

2011

[landlord]

- and -

**THE COUNCIL OF THE BOROUGH AND
COUNTY OF THE TOWN OF POOLE**

LEASE

- of -

premises situate and known as

[] Poole, Dorset.

T M Martin LL.B Solicitor
Head of Legal &
Democratic Services,
Borough of Poole
Civic Centre
Poole
BH15 2RU

THIS LEASE is made the _____ day of _____ 2011

BETWEEN

1) [_____] of [_____] ("the Landlord") AND

2) **THE COUNCIL OF THE BOROUGH AND COUNTY OF THE TOWN OF POOLE** of Civic Centre Poole Dorset BH15 2RU ("the Tenant")

Whereby it is agreed as follows:-

1. Definitions and Interpretation

In this Lease the following expressions shall have the meanings and definitions set against them:-

1.1 The Premises are: means the property known as [postal address] shown for identification purposes only edged red on the attached plan

1.2 Installations: heating and hot water systems appliances and pipes within the Premises

1.3 Insured Risks: Fire lightning explosion aircraft (including articles dropped therefrom) subsidence land slip heave riot civil commotion malicious persons earthquake storm tempest flood bursting and overflowing of water pipes tank and other apparatus and impact by road vehicles

1.4 Mortgagee: means a bank building society or other financial institution authorised by the Financial Services Authority as a lender or mortgage administrator who has a first priority charge over the Landlord's interest

1.5 The Permitted Use: The provision of temporary residential accommodation for homeless persons

1.6 **The Rent :** £[] Per annum [subject to review in accordance with the [Fourth Schedule]

1.7 **The Rights:** The rights granted to the Tenant set out in the Second Schedule hereto

1.8 **The Reservations:** The rights reserved to the Landlord set out in the Third Schedule hereto

1.9 **Response repairs:** repairs of a minor non-recurrent nature costing less than £100 (including call-out charges) to remedy

1.10 **The Schedule of Condition:** The agreed Schedule of Condition annexed to this lease

1.11 **The Tenant's Surveyor:** Such Surveyor as the Tenant shall from time to time specify

1.12 **The Term:** [] years commencing on the [] day of [] 201[]

1.13 **Working Day:** any day except Saturdays, Sundays and bank, public and statutory holidays

Where a right is granted to the landlord under this lease such rights shall be exercisable by any mortgagee

References in this Lease to any statute or legislation (whether specific or general) include any other statute or legislation replacing amending or supplementing the same and any orders regulations bye-laws notices permissions approvals or consents thereunder.

2. Demise

In consideration of the Rent paid by the Tenant to the Landlord, the Landlord demises to the Tenant the Premises **TOGETHER WITH** the Rights **EXCEPTING AND RESERVING** to the Landlord the Reservations **TO HOLD** the Premises to the Tenant for the Term **YIELDING AND PAYING** to the Landlord the rent payable without deduction save as permitted by this Lease by equal monthly payments in advance on the [last day] in every month and proportionately for any period of less than a month the first such payment being a proportionate sum in respect of the period from and including the date of this Lease to and including the last day of the month in which this Lease commences, such payment to be made fourteen days from the date of this Lease **PROVIDED ALWAYS** that on receipt of a written notice from the Mortgagee that the Landlord has defaulted under his mortgage during the Term the Tenant shall pay the Rent to such Mortgagee who shall give a good receipt on behalf of the Landlord.

3. Tenant Covenants

The Tenant agrees with the Landlord as follows:-

Rent

- 3.1 To pay the Rent at the times and in the manner specified in clause 2

Outgoings

- 3.2 To pay water rates imposed or charged during the Term upon or in respect of the Premises
- 3.3 To indemnify the Landlord in respect of Council Tax chargeable in respect of the Premises

Tenants Repairing Obligation

- 3.4 To keep the interior of the Premises (other than internal load bearing walls and roof and floor joists but including floorboards and ceilings and plaster or other surface material applied to the interior faces of all load

bearing walls) and window panes and window fastenings and Landlord's fixtures and fittings therein in good repair and proper working order PROVIDED that the Tenant's liability to repair under this clause shall not extend to:

- (i) wants of repair occasioned by fair wear and tear to the Premises or any Landlord's fixtures and fittings; or
- (ii) any outbreak of dry or wet rot or any rising or penetrating damp howsoever arising or caused except in so far as any such outbreak or damp is caused by any act or default of the Tenant; or
- (iii) damage caused by an Insured Risk save to the extent that the insurance money is irrecoverable in consequence of any act or default of the Tenant; or
- (iv) any repairs or other works for which the Landlord is liable under clauses 4.2 and 4.3 of this Lease; or
- (v) the repair or replacement of those of the Landlord's fixtures and fittings as are listed in part 1 of the First Schedule hereto which items will not be repaired or reinstated by or at the expense of the Tenant at the end of the Term or on the earlier determination of this Lease
- (vi) the repair or any other work to the structure including without limitation the internal load bearing walls, roof, joists and foundations and window frames and items listed in part 2 of the First Schedule
- (vii) the maintenance repair or replacement of the Installations or any part of them

AND PROVIDED ALSO that the Tenant shall not be liable by virtue of this clause to keep the Premises or the Landlord's fixtures and fittings in a better state of repair than is evidenced by the Schedule of Condition

3.5 The Tenant reserves the right at it's own discretion to deal with Response Repairs (to items other than the Installations) which would otherwise be the obligation of the Landlord without notifying the Landlord in advance and without any waiver of the Landlord's ongoing responsibility under clauses 4.2 and 4.3.

Yielding Up

3.6 To surrender and yield up the Premises at the end of the Term or on the earlier determination of this Lease with vacant possession in a state and condition consistent with the proper performance of the Tenant's obligations under this Lease.

Inform Landlord Of Damage

3.7 To inform the Landlord within seven Working Days of the Tenant becoming aware of any damage to the structure or exterior of the Premises or any other parts of the Premises which the Landlord is liable to repair

Permit Landlord Entry

3.8 To permit the Landlord and the Landlord's duly authorised agents upon giving reasonable previous notice in writing to the Tenant at all reasonable times to enter upon and to examine the condition of the Premises and to enter with such operatives and plant and equipment as may be necessary to execute repairs on the Premises and any adjoining premises belonging to the Landlord

Dealings

3.9 Not to assign or part with or share possession of the whole or part of the Premises save that the Tenant may without consent:

- (i) grant an assured short-hold tenancy of the whole of the Premises, which prohibits further assignment and subletting;

- (ii) assign or sublet the whole of the Premises on the same terms as this lease (other than as to rent) to a local authority or registered social landlord;
- (iii) Where the Tenant is a local authority grant non secure tenancies or occupation agreements of the whole of the Premises provided that such agreement shall prohibit further assignment and subletting;

Use

3.10 Not to use the Premises other than for the Permitted Use

Continuing Use

3.11 To use all reasonable endeavours to procure that the occupying tenants use the Premises for residential purposes only and do not use the Premises for any illegal or immoral purpose or carry on any form of business on the Premises

Alterations

3.12 Not to cut maim or make any structural alterations or additions to the Premises save that internal non-structural alterations to the Premises with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) Provided That

- i) the Tenant shall be entitled to change the locks at the Premises at any time.
- ii) the Tenant shall be entitled to make enhancements to the security of the Premises for example additional locks to windows and doors, spy holes, Lifeline connections and safe rooms. Where such enhancements are made the Tenant will be responsible for removing the enhancements at the end of the Term and making good any damage caused if the Landlord requires it.

For Sale signs/rights to view

3.13 To permit the Landlord during the three months immediately preceding the determination of this Lease to affix and retain without interference upon any part of the Premises a notice for the sale or re letting of the

same and during the said three months to permit persons with written authority from the Landlord to view the premises by appointment with the Tenant and the sub-tenants

Landlord's Costs

3.14 To pay the Landlord's surveyor's and solicitor's reasonable and proper costs charges expenses and fees properly incurred arising out of the preparation and service of any notice under Section 146 of the Law of Property Act 1925

Not to cause nuisance

3.15 To use all reasonable endeavours to procure that the sub-tenants or other occupiers of the Premises do not cause nuisance or annoyance to the Landlord its agents staff or tenants or the owners and occupiers of any adjoining premises

Gas Testing

3.16 To procure that the gas installations in the Premises are tested and approved by a Gas Safe registered engineer every year of the term to comply with the Gas Safety (Installations and Use) Regulations 1998 provided that the Tenant shall be entitled to deduct its reasonable and proper costs of complying with this covenant from the Rent.

4. Landlord's Obligations

The Landlord agrees with the Tenant:-

Payment of Outgoings

4.1 To pay all existing and future taxes and assessments and outgoings imposed or charged upon the Premises other than those to be borne by the Tenant under the terms of this Lease

Landlord's Repairs

4.2. To keep the structure roof and other exterior parts of the Premises and the common parts (if any) of the building of which the Premises form part including the drains gutters and external pipes services and the

lifts (if any) serving the Premises and the Installations and all parts of the Premises which are not the Tenant's responsibility under this Lease in good and substantial repair and to carry out any works of repair and renewal necessary to keep the Premises in good and substantial repair which are not the responsibility of the Tenant under its covenants contained in this Lease

- 4.3 To carry out minor repairs for which liability is imposed upon the Landlord by the Landlord and Tenant Act 1985 Section II notwithstanding the provisions of Section 14 of that Act PROVIDED THAT if the Landlord shall fail to carry out its responsibilities under this clause or clause 4.2 within the timescales outlined in the Fifth Schedule and having been requested to do so by the Tenant (save in the case of an emergency) the Tenant shall be entitled to carry out any such works or repairs and shall be entitled to recover its costs of so doing from the Landlord by way of deduction from future rent payments or as a debt

Insurance

- 4.4 To insure and keep insured the Premises and all parts of the building of which they form part against loss or damage by the Insured Risks to the full reinstatement value of the Premises and to produce to the Tenant on demand a copy of the policy of insurance and the receipt or receipts for the premiums in respect thereof

Quiet Enjoyment

- 4.5 That the Tenant shall peacefully hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under of in trust for the Landlord or by title paramount

Necessary Consents

- 4.6 That all requisite consents and permissions to the grant of this Lease and the use of the Premises hereby authorised have been obtained from the insurers and any mortgagee or other person having an interest in the Premises

Maintenance of mechanical appliances

- 4.7 To procure that the electrical installations in the Premises and any Building of which the Premises form part are tested by a NICEIC

approved engineer as often as necessary to comply with the current NICEIC main technical standard based on the national standard for the safety of electrical installations BS 7671: Requirements for electrical installations

- 4.8 To procure that any works necessary to bring such installations up to the required standard are carried out immediately and to provide the Tenant with certificates issued by such engineers that such installations are satisfactory.

Notice of Dealing

- 4.9 To notify the Tenant in writing within seven days after and give the particulars of each and any conveyance transfer mortgage or other dealing of whatever nature with the Premises

Keys

- 4.10 To deliver to the Tenant three full sets of keys to the Premises on or before commencement of the Term

Compliance with Statute

- 4.11 To comply with all statutory provisions and requirements relating to the Premises or its use except where breach of the same occurs as a result of any act or omission of the Tenant or occupier and to indemnify and keep the Tenant indemnified against all action proceedings costs claims and demands made in consequence of any failure so to comply

Compliance with Mortgage

- 4.12 Duly and promptly to make all payments due under any mortgage affecting the Property at the commencement of the Term and comply with all the mortgagors obligations under such mortgage and to pay all charges in the nature of rates payable to any local authority and all taxes assessments and outgoings imposed or charged upon the Property

5 Declarations

It is mutually agreed as follows:-

Forfeiture

5.1 If the rent hereby reserved or any part thereof shall remain unpaid for twenty eight days after becoming payable (whether formally demanded or not) or if any of the Tenant's agreements herein before contained shall not be reasonably performed or observed the Landlord may at any time thereafter re-enter the Premises or any part thereof in the name of the whole and thereupon this Agreement shall determine

Cesser of Rent

5.2 If the Premises or any part thereof shall at any time during the Term be unfit for occupation and use or if the access thereto has been destroyed or damaged or if the Premises or any part thereof must remain unoccupied to enable the Landlord to comply with his obligations under this Lease or to execute any repairs to any adjoining premises belonging to the Landlord then and in any such case the rent hereby reserved (or a fair proportion thereof according to the nature and extent of the damage sustained and/or the extent and area of that part of the Premises as is so affected) shall be suspended until the Premises shall again be rendered fit and made available for habitation and use or the access reinstated as applicable and any dispute as to the extent proportion or period of such suspensions shall be determined by a single arbitrator to be appointed by the Landlord and the Tenant and in case of difference by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1996 or any statutory modification of re-enactment thereof for the time being in force

Remedy for Landlord's breach

5.3 Without prejudice to any other remedy of the Tenant if at any time during the Term there shall be a material breach of any covenant on the Landlord's part contained in this Lease the Tenant shall be entitled to serve a Notice ("the First Notice") on the Landlord requiring the Landlord to remedy the said breach within a period of 28 days (or such longer period as the Tenant may reasonably determine having regard to the nature and extent of the breach) and if the Landlord shall fail to

remedy the breach within the period specified in the First Notice the Tenant shall be entitled to serve a further Notice ("the Second Notice") forthwith determining this Lease and on the service of the Second Notice this Lease and everything herein contained shall cease and determine but without prejudice to the rights and remedies of the Tenant in respect of any antecedent breach of covenant by the Landlord

Disputes

5.4 Any dispute arising out of the terms of this Lease relating to the repair and maintenance of the Premises or the building of which they form part of the installations therein or the Landlord's fixtures and fittings shall be referred for determination to the Tenant's Surveyor for who shall act as an expert and not as an arbitrator and whose decision shall (save as to a question of law) be final and binding on the parties and the costs of the Surveyor shall be borne by the Landlord and the Tenant in equal shares

Service of Notices

5.5 Any notice under this Agreement shall be in writing and shall be served on the Landlord either personally or by leaving it for him at his last known address and shall be served on the Tenant by sending it to the address aforesaid specified in this Agreement

Third Party Rights

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

Lease Extension

5.7 In the event that the Landlord and the Tenant agree to a holding over at the expiry of the Term this Lease shall become a periodic lease from quarter to quarter

Break Rights

5.8 If after the first anniversary of this Lease either party serves upon the other not less than three months' notice to terminate this Lease

this Lease will come to an end at 12 noon on the specified day without payment of compensation to the Tenant (in the case of a notice served by the Landlord) for the termination (Rent and all other payments of a periodical nature being payable for all that day)

- 5.9 Nothing in this Lease shall prejudice or affect any statutory right power obligation or duty for the time being vested in the Council as local authority for the area in which the Premises are located and all such rights powers obligations and duties shall in regard to the Premises and any building or works thereon or the occupiers thereof be enforceable and exercisable by the Council as fully and freely as if the Council were not the tenant of or otherwise interested in the Premises and this Lease had not been executed

IN WITNESS of which the Landlord has executed this Lease and the Tenant has executed its Counterpart the day and year first before written

THE FIRST SCHEDULE

Part 1

(Fixtures and fittings for which the Tenant is not responsible for repair and remain the Landlords responsibility through the term of the lease).

All chattels including carpets, floor coverings, curtains, refrigerators, cookers, washing machines, boilers bathroom units, fitted wardrobes, kitchen units and white goods on the Premises at the commencement of the Term **PROVIDED THAT** items which are not required by the Tenant may at the Tenant's discretion be removed from the Premises and not replaced

Part 2

All structural elements internally and externally including without limitation:

- Foundations
- Walls
- Partitions
- Roof structure and coverings including chimneys and chimneystacks
- Drains, gutters and external rainwater pipes
- External doors and windows
- Structure
- Stannah lift
- External decorations (including soffits fascia and barge boards)
- Outbuildings/garages/outports
- Pavings, paths, decking and driveways
- Fences/boundary bushes and hedges
- Trees
- Boilers and central heating
- Hot and cold water services
- Electrical installation
- Sub-floors including without limitation joists and floorboards
- Ceilings
- Damp proof membranes
- Flashings
- Skirting Boards
- Cornices & Pelmet
- Asbestos repairs

THE SECOND SCHEDULE
(Rights granted to the Tenant)

1. Free passage of running water and soil in and through the sewers drains channels made or to be made upon through or under the Premises and the free and uninterrupted use of all gas electric telephone and other pipes wires cables and flues (if any) upon through or under the same

2. The right for the Tenant and all other person authorised by it (in common with all others entitled to such right) at all times by day or by night on foot only to go pass and repass over and along the main entrance (if any) of the building of which the Premises form part and the common passages landings and staircases thereof and to use (if any of the following exist and are necessary for the full enjoyment of the Premises by the Tenant) the gardens dustbin areas and dustbin hoppers forecourts roadways pathways within the curtilage of the building provided nevertheless that the Tenant shall not cause or authorise or permit the obstruction of any of the common parts of the building.

THE THIRD SCHEDULE

1. Rights corresponding to those contained in paragraph 1 of the Second Schedule.
2. A right of entry with or without workmen during the day time on at least 48 hours written notice where necessary to comply with its repairing obligations under this lease the persons exercising such rights causing as little disturbance as possible and making good all damage caused to the reasonable satisfaction of the Tenant.

SAMPLE

THE FOURTH SCHEDULE

Rent Review

1. The rent hereby reserved shall be reviewed on the second anniversary and subsequent annual anniversaries of the date of this Lease (the Lease Review Dates”) and adjusted upwards only by reference to any percentage change in the Index between: -
 - 1.1 (in relation to the first of the Review Dates) the figure published immediately prior to the date of this Lease and the figure published immediately prior to the first Review Date; and,
 - 1.2 (in relation to each of the subsequent Review Dates) the figure published immediately prior to the previous Review Date and the figures published immediately prior to the Review Date in question.
2. For the purposes of this Schedule “Index” means the Retail Prices (all items) Index published by the Office of National Statistics or any other official publication provided that if the Index ceases to be published or if for any other reason it becomes impossible to apply it then the Landlord and the Tenant shall agree a suitable alternative Index for the purposes of this Schedule.
3. If the reference base used to compile the Index shall change at any time during this Lease the figure shown in the relevant Index after the change shall be the figures which would have been shown in the relevant Index if the reference base had not changed.
4. If the revised Rent has not been ascertained pursuant to the foregoing provisions on the relevant Review Date
 - 4.1 the Tenant shall continue to make payments at a rate equal to the Rent payable immediately before the relevant Review Date (such payments being on account of the revised Rent to be ascertained and
 - 4.2 on the date for payment of Rent next following the ascertainment of the Rent the amount payable by the Tenant to the Landlord by way of rent shall be increased to reflect the amounts which would have been payable if the revision of the Rent had been ascertained on the relevant Review Date and no interest shall be payable on any additional amount.
5. Whenever the Rent has been ascertained in accordance with this schedule memoranda to that effect must be signed by or on behalf of the Landlord and the Tenant and attached to this Lease and its counterpart and the Lessor and the Lessee must bear their own costs in this respect

THE FIFTH SCHEDULE

Timescale for Repairs

Categories

Emergency - Attended to and made safe within 24 hours

Urgent - Within 5 days

Routine – Within 20 working days

<p>Emergency: Repairs of a serious nature or where the health of the elderly, disabled or vulnerable people could be affected to be attended to within 24 hours</p>	<ul style="list-style-type: none">• A serious pipe leak causing serious damage• A blockage where raw sewage is overflowing into a home• Electrical faults where there is a danger of fire or injury• A dangerous structure which could collapse• A front door that needs to be made safe after a break in• Broken glass in a front door or ground floor window (make safe only)• Blocked toilet pan• No electricity supply• No mains water supply• Dangerous or exposed wires• A toilet which cannot be used (if there is only one toilet in the property)• No lights in a property.• A heating system that has broken down in winter, or if there is an elderly or disabled person or baby in the property• An uncontrolled water burst (if cutting off the supply does not control the leak)• A severe leak through the roof• An uncontrolled gas leak (if cutting off the supply does not control the leak)
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<p>Urgent Repairs – 5 Working days</p>	<ul style="list-style-type: none"> • Putting glass in a door or window that has been boarded up • Repairing a toilet that is not flushing (if there is only one toilet in the property) • Unblock a kitchen sink, bath or hand basin • Replacing the rubber cone in the toilet pan • Repairing the overflow from the toilet cistern • Replacing a missing manhole or gully cover if it is causing a hazard • Checking the electrics after a water leak • Repairing garage doors and locks • Repairing a heating system • Repairing a faulty door entry system or monitor unit • Repairing a shared aerial system
<p>Routine Repairs – Within 20 working days</p>	<ul style="list-style-type: none"> • All other items of a day to day repair nature and may include:- • Repairing electrical sockets in a hall or bedroom (if there is no immediate danger) • Replacing glass in shared areas (if there is no immediate danger) • Repairing rotten timber flooring, stair treads or broken banister rails (if there is no immediate danger) • Replacing kitchen cupboards and worktops • Replacing baths, wash basins, kitchen sinks, toilet pans and cisterns • Adjusting windows • Plastering • Replacing the cylinder jacket on a hot water tank • Replacing wall & floor tiles (if there is no immediate danger) • Replacing bath panels • Repairing shed doors and

	locks <ul style="list-style-type: none"> • Repairing brickwork • Repairs to doors, locks and handles (unless a security issue) • Repairing cupboard doors and catches • Repairing fences when backing onto public highways (if there is no immediate danger) • Repairing tiles surrounds on fire places • Repairing or replacing skirting boards • Repairing or replacing window catches • Preventing draughts around doors • Clearing blocked gutters •
Cyclical Maintenance – Annual	<ul style="list-style-type: none"> • Boiler servicing • Gas safety check • Electrical safety check • Appliance safety check