



THIS LEASE is made on the Date stated in Paragraph 1 of the Particulars BETWEEN the Landlord specified in Paragraph 2 of the Particulars (“the Landlord”) and the Tenant specified in Paragraph 3 of the Particulars (“the Council”)

**1. Definitions**

In this Lease save as otherwise provided the following words and expressions mean

- 1.1 The Premises: The Property as specified in Paragraph (4) of the Particulars
- 1.2 Furniture As per the attached Furniture Specification List in Schedule 3
- 1.3 Rights & Easements Where relevant
- (a) the right of shelter and support from other parts of any building of which the Property forms part (“the Building”)
  - (b) The right in common with the Landlord and other tenants and occupiers of the Building to use its entrance passageways and staircases for the purpose of access to and egress from the Premises
  - (c) The free passage and running of air water soil gas or other piped fuel sewage smoke fumes electricity and telecommunications signals and impulses through the ventilators pipes sewers drains wires cables and conduits and other conducting media serving

the Premises which are now or may at any time during the term be in under or upon any part of the Building or the adjoining or adjacent land of the Landlord

- 1.4 Working Day: Any day Monday to Friday (inclusive other than bank and public holidays)
- 1.5 Non Secure Tenancy Agreement: The tenancy agreement to be entered into between the Council and the Subtenant
- 1.6 Rent Commencement Date: The date of this Lease
- 1.7 Rent Review Date: In accordance with Schedule 1
- 1.8 Subtenant: The person or persons occupying the Premises under a Non Secure Tenancy Agreement
- 1.9 Void Period: Any period during the term of this lease when the property is not occupied by a Subtenant

**IT IS AGREED as follows:**

2. The Landlord lets and the Council takes the Premises together with the Rights and Easements for the Term in consideration of the Rent which shall be payable as follows:-
- 2.1 The Council will use its reasonable endeavours to make the first Rent payment within fifteen Working Days following the Rent Commencement Date of an amount equal to the proportion of the Rent payable from the Rent Commencement Date to the last day of the month
- 2.2 The second and each subsequent payment shall be made monthly in advance on the first day of each month

- 2.3 The Rent will be subject to review on the Review Date by the Council in accordance with Schedule 1
3. **The Council covenants with the Landlord as follows:-**
- 3.1 To use the Premises only for the purpose of providing temporary housing accommodation in accordance with the provisions of Part VII of the Housing Act 1996 by granting a subtenancy under a Non Secure Tenancy Agreement
- 3.2 To pay the Rent as set out in Clause 2;
- 3.3 To impose a condition in the Non Secure Tenancy Agreement that the Subtenant keeps the Premises clean and tidy (fair wear and tear excepted) throughout the term of the Non Secure Tenancy Agreement
- 3.4 To permit the Landlord to enter the Premises on reasonable notice except in case of emergency to inspect the state of repair or to execute the repairs obligations and duties in accordance with the terms of this lease
- 3.5 Not to make any alterations or additions to the Premises without the Landlord's prior written consent
- 3.6 Upon expiry of the Term or earlier determination peacefully to yield up the Premises with vacant possession
4. **THE Landlord covenants with the Council as follows:-**
- 4.1 At the commencement of the Lease to provide a surveyor's report in confirmation that the Premises meets the standards required by the Council setting out the state of repair and condition of the Premises including installations
- 4.2.1 To pay all existing and future tax assessments and outgoings imposed or charged upon the Premises other than those to be borne by the Subtenant under the Non Secure Tenancy Agreement
- 4.2.2 To comply with all statutory provisions and obligations imposed by law in regard to the use and occupation of the Premises for the avoidance of doubt including those

under Planning & Environmental Law and Building Regulations and all aspects of Health and Safety requirements

4.2.3 To fit and maintain mains powered smoke detectors with rechargeable lithium cell batteries to Living Room Hall Landing and such other areas as may be required during the Term

4.2.4 To indemnify the Council against all actions claims demands and expenses which may be brought made or incurred against or by the Council in consequence of the Landlord's failure to comply with the terms of this Lease

4.3 Throughout the Term to put and keep in good and decorative repair and condition (for the avoidance of doubt including the liability imposed upon the Landlord by Section 11 of the Landlord and Tenant Act 1985 notwithstanding Section 14 of the Act) the structure (including any integral fixtures or fittings) of the building including its boundary walls (whether interior or exterior) any load bearing compartmental or separating walls within the building and the supporting structures of the ceiling and floors and interior of the building

4.3.1 Whether inside or outside the building to keep in good condition all installations for space heating central heating water heating and sanitation and for the supply and use of water gas and electricity to or in the Premises and to renew modernise and replace the same whenever necessary

4.3.2 To keep in a good and good decorative repair and condition all parts of the Premises including (where applicable) any sheds outbuilding and garage

4.3.3 To put and keep in good and decoration and repair and condition where applicable the common entrances halls stairways lifts passageways rubbish chutes and any other common parts serving the Premises including electric lighting and entryphone systems

- 4.3.4 To put and keep in good and decorative repair and condition the exterior of the Premises including walls gutters drains pipes window frames and doors
- 4.3.5 Where the Landlord has no powers to carry out any of the obligations as above mentioned pursuant to the terms of any Head Lease under which the Landlord holds the Premises then the Landlord shall use his best endeavours to procure compliance of the obligations by the Superior Landlord or such other responsible person as the case may be
- 4.4.1 To enter into and keep in force throughout the Term a service contract with either British Gas or another contractor previously approved by the Council in writing (such approval not to be unreasonably withheld) which contract shall require the contractor to repair and maintain installations for space heating central heating and water heating at the Premises and to keep the same in safe working order
- 4.4.2 To provide to the Council with a copy of each contract entered into and kept in force pursuant to Clause 4.4.1
- 4.4.3 That the electricity and gas supply circuits and installations at the Premises and in particular any heating apparatus and cooking apparatus have been serviced by a properly qualified person and for the avoidance of doubt the gas contractor must be CORGI registered and electricity contractor NICEIC approved or such other regulatory body which replaces them within the last 3 months from the date of this Lease and that the gas installations will be serviced by such a qualified person at least once in each year during the Term and that the Landlord will provide to the Council a valid Annual Gas Safety Certificate. At the commencement of the term the Landlord will provide a valid Electricity Safety Certificate.
- 4.4.3.1 To observe and perform the covenants and conditions of any Head Lease and where not obliged to do so under the terms of any Head Lease then to procure compliance of the obligations under any Superior Lease

- 4.4.3.2 To repair renew or replace any of the Furniture which has become unusable due to fair wear and tear defect or bad workmanship at any time during the Term
- 4.5 To remedy any outbreak of dry or wet rot any rising or penetrating damp whether arising from leaks penetration or failure of damp proofing membrane
- 4.6 At all times to keep the Premises insured to the full cost of reinstatement and replacement under a policy complying with the terms of this Clause
- 4.6.1 To produce to the Council on demand the insurance policy effected pursuant to this Clause and the receipt for the last premium paid or (at the option of the Landlord) evidence from the insurers of the full terms of the policy and that the same is still in force and to produce to the Council as soon as received any endorsement varying the terms of the insurance policy or a copy of it
- 4.6.2 An insurance policy complies with the terms of this Clause if:-
- 4.6.2.1 It is effected in the name of the Landlord or Superior Landlord and in the names of such other persons interested in the Premises as the Landlord shall from time to time reasonably require;
- 4.6.2.2 It provides cover against loss or damage by any of the following risks (“the insured risks”) to the extent that such cover is for the time being available for property of the type of the building and the Premises:-  
Fire Lighting Explosion Earthquake Landslip Subsidence Riot Civil Commotion Impact by Aircraft or Aerial devices or Objects dropped from them Storm Flood Impact by Vehicles and Damage by malicious persons or vandals including by the Occupier and Property Owners liability and Public Liability to the value of Two Million pounds in respect to the Premises together with such other risks against which the

Landlord shall from time to time reasonably deem it prudent to insure or the Council may reasonably require but excluding terrorism and war risks;

4.6.2.3 The sum insured includes an appropriate percentage of the rebuilding costs for professional fees incurred in rebuilding or reinstating any building destroyed or damaged by an insured risk and for one year's loss of rent; and

4.6.2.4 It is effected at an insurance office of repute which is a member of the ABI

PROVIDED that the Landlords obligation does not extend to any content belonging to either the Council or the Occupier

4.6.3 Whenever any part or parts of the Premises are damaged by an insured risk to submit a claim for payment under the insurance policy or policies effected pursuant to the terms of this Lease and to make all reasonable efforts to obtain prompt payment of insurance monies from the insurers

4.6.4 Subject to the requirements and authority of any superior landlord (acting reasonably) or the terms of any superior lease promptly to apply the proceeds of every insurance policy covering the Premises and all additions or fixtures in their rebuilding reinstatement or replacement

4.7 That the Council paying the Rent shall peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for him or by title paramount

4.8 That the Landlord shall forthwith notify the Council in writing of any conveyance transfer dealing with disposition of or grant of any interest out of the Landlord's interest in the Premises and send to the Council a certified copy of any relevant instrument effecting such a transaction Provided that the Landlord shall not dispose of

his interest to a person or body who is not capable of complying with the Landlord's Covenants herein contained without the written consent of the Council

4.9 To indemnify and keep indemnified the Council against any liability which it might or does incur to any person by reason of the fact that the Premises are unfit for use as residential accommodation

4.10.1 In addition to the Landlords repair and decorating obligations under this Lease the Landlord undertakes to carry out the maintenance obligations as specified in Schedule 2 together with such further duties as the Council may from time to time reasonably request in writing or as the Landlord in his discretion consider proper but only with the prior written approval of the Council and the Landlord shall carry out the duties with the authority of the Council Provided that the Landlord's actions are within the scope of this Lease

4.10.2 To carry out the maintenance obligations and duties diligently and in good faith and to do all things reasonably within his power which are necessary to give effect to the spirit and intent of this Lease

4.10.3 Not to delegate any of his obligations under this Clause 4.10 except to his employees or an associate or a member company without the prior written approval of the Council

4.10.4 Not to describe himself as agent or representative of the Council except as expressly authorised by this Lease

4.10.5 To engage proper and suitably qualified persons as may from time to time be necessary for carrying out the obligations and duties under this Lease

4.10.6 To ensure that a suitable Agent is appointed to act on behalf of the Landlord (and to provide full details to the Council in writing of the appointed Agent) if the Landlord shall go abroad or if the Landlord shall live outside Swindon Borough Council boundaries

- 4.11 Prior to each and every relet following a void period to undertake all necessary repair and maintenance work within 14 days and to ensure the Premises including any fixtures and fittings including the Furniture meet the standards as required at the initial let which for the avoidance of doubt shall include an annual certified gas certificate
- 4.12 To pay and discharge all water rates sewerage charges Council Tax and if applicable other charges in respect of gas electricity and other services and outgoings at the Premises during any void period where such void period results from vacation by a Subtenant and the Premises not being made available for a new subletting

**5 IT IS FURTHER AGREED as follows:-**

- 5.1 If the Rent or any part of it shall remain unpaid for twenty-eight days after becoming payable (whether formally demanded or not) or if any of the Tenant's obligations in this Lease shall not be performed or observed the Landlord may forfeit this Lease by serving written notice on the Council
- 5.2 The Council may end this Lease by serving written notice on the Landlord if the Landlord fails in any material respect to comply with any of its obligations under this Lease and such failure is not remedied within 14 days after service by the Council on the Landlord of a written notice of such failure
- 5.3 The Council may end this Lease if the Landlord becomes bankrupt or makes arrangement or compound with the creditors or being a company enters into liquidation whether compulsory or voluntary or an administrative receiver being appointed or if a secured lender takes proceedings to enforce its security over the property or the Landlord may at the direction of the secured lender pay the rent and any sums due under this lease to the secured lender
- 5.4 In the event of the Premises or any part of them being rendered unsuitable for the use permitted by Clause 3.1 by reason of damage to or destruction of the Building or the

Premises or any part of them the means of access to them any essential services or any of their contents caused by any insured risk or being rendered unfit for human habitation as set out in Section 10 of the Landlord & Tenant Act 1985 then for any period the Premises are vacant in order to enable the Landlord's to carry out repair works then the Rent or an appropriate proportion of the Rent shall cease to be payable and any dispute as to the application of this Clause shall be determined in accordance with Clause 5.17

5.5 In the event that upon service of written notice by the Council on the Landlord requiring the Landlord to carry out the Landlord's works or any want of repair by the Landlord the Landlord fails to carry out the Landlord's works or comply with its repairing obligations or duties to the reasonable satisfaction of the Council within a period of 14 days from service of the said notice or within such shorter period as may be appropriate having regard to the seriousness of the breach or in the event of an emergency

5.5.1 The Council shall be entitled to carry out the works required and recover the full cost of the same together with an administration charge which shall be £25 plus 10% of the cost of the works plus any Value Added Tax properly payable upon such charge

5.5.2 Such costs and the administration charge may be recovered by deduction from the Rent due

5.5.3 If the cost of the works required would in the opinion of the Council's surveyor be in excess of three months Rent then in any such case upon the expiry of the Council's notice served pursuant to Clause 5.5 the Council shall be entitled to determine this Lease by service of immediate written notice on the Landlord

- 5.6 If within 28 days after any insured risk has totally destroyed the Premises or has so damaged or destroyed part of them as to render them incapable of use permitted by Clause 3.1 then the Council may end this Lease by service of a written notice on the Landlord
- 5.7 The Council or the Landlord may end this Lease at any time within the last Twelve months of the Term by giving 90 days written notice to the other party such notice to be served in accord with clause 5.17.1
- 5.8 The Council shall be entitled to suspend the Rent for the Premises after expiry of 14 days if the Premises are not available or not fit for subletting following a void due to the Landlord's failure to carry out any necessary works maintenance duties and repairs and no Rent shall be paid until the Council is satisfied the Premises are fit and ready for occupation
- 5.9 The Landlord warrants that he has full power and authority to grant this Lease and that all necessary consents (and for the avoidance of doubt including mortgagees and Superior Landlords (if appropriate)) and permissions have been obtained evidence of which will be available for inspection by the Council
- 5.10 On obtaining vacant possession of the Premises in accordance with Clause 3.7 the Landlord shall not be entitled to any further payments beyond any outstanding under this Lease at that time
- 5.11 The Furniture left in the property by the Landlord under the terms of this Lease have been taken into account in the calculation of the Rent. At the end of each period of occupation the Council will upon request by the Landlord make a payment of a reasonable sum of up to One months rent which will absolutely discharge all liability with the landlord (the Landlord hereby accepting this as a full and final dilapidations payment). The Council shall be under no obligation to reinstate the same or replace

the same at the end of the Term nor will any further payment be due to the Landlord in respect of such items.

- 5.12 The Landlord agrees to accept back at the end of the Term such items of Furniture as included in 5.13 as they stand and on the basis that there is no obligation on the Council to have maintained or replaced them. However, in the event that the Council has chosen to replace any item of Furniture to accept back at the end of the term such replacements
- 5.13 The ending of this Lease pursuant to any of its provisions shall be without prejudice to any right of action either party may have against the other in respect of any previous breach of covenant including any breach giving rise to such determination
- 5.14 In the event of the incapacity or the death of the Landlord the Council at its discretion either shall be entitled to appoint such other person as it shall reasonably require to carry out the Landlord's obligations hereunder at the expense of the Landlord (such costs shall be deducted from the Rent due for the Premises) or terminate the Lease with 3 months written notice and the costs of carrying out the Landlord's obligations until termination shall be deducted from the Rent due for the Premises
- 5.15 If any dispute arises between the parties as to the application or interpretation of the provisions of this Lease during the Term then if either party so requires the matter may be referred in accordance with the Arbitration Act 1996 to an independent surveyor acting as an expert appointed by agreement between the parties or if no such agreement can be reached to an expert appointed for that purpose on the application of either party by the President for the time being of Royal Institution of Chartered Surveyors and whose decision shall be final and binding on both parties
- 5.15.1 Any notice or other document to be served on either of the parties by the other shall be in writing and shall be sent by pre-paid first class or recorded delivery post or delivered in person to the addressee

- 5.15.2 Any change in the postal address of either party shall be notified forthwith to the other in accordance with this Clause 5.17.1
- 5.16 The Landlord shall have access to the Premises upon giving 24 hours prior written notice except in case of emergency for the purpose of carrying out his obligations under this Lease
- 5.17 It is hereby certified that there is no agreement to which this Lease gives effect within the meaning of Section 240 of the Finance Act 1994
- 5.18** The Contracts (Rights of Third Parties) Act 1999 shall not apply and no persons other than the parties shall be entitled to enforce any of the provisions of this Lease
- 5.19 In this Lease the details and descriptions appearing in the Particulars shall be included and form part of the Lease
- 5.20 Reference to any Statute herein contained shall be deemed to refer to any statutory modification or re-enactment thereof for the time being in force
- 5.21 Any reference to the singular shall include the plural and vice versa and any words importing one gender shall include all other genders
- 5.22 Words importing persons shall include firms companies and corporations and vice versa
- 5.23 All covenants by any party to this Lease shall be deemed to be joint and joint and several covenants where that party is more than one person

IN WITNESS whereof this Lease has been executed as a Deed the day and year first above written by the Landlord and the Council

#### SCHEDULE 1

#### Rent Review

1. For the first two years of the Term the Rent shall be the amount specified in the Particulars
2. The Rent shall be reviewed at the expiry of the second year of the Term in accordance with the increase in the Retail Price Index
3. If it is impossible for the parties because of any change in the methods of compiling the Retail Price Index after the date of this Lease or for any other reason to calculate the Rent in accordance with the above paragraph the matter shall be determined in accordance with clause 5.17 and the expert shall have authority to determine any increase in the Rent in accordance with the prevailing market rent for the Premises at the date of his determination
4. For the purposes of paragraphs 2 and 3 above if upon any review to be conducted by the expert the rent is determined as not to be increased then the prevailing rent shall until the next review be not less than the rent which was payable immediately prior to the date of the review

## SCHEDULE 2

### Landlord's Maintenance Obligations

1. Subject to compliance by the Council with the conditions of the Lease the Landlord will perform the maintenance obligations and duties as set out in this Schedule and shall indemnify the Council against any action claim or demand made against the Council arising out of any failure on the part of the Landlord to fulfill his responsibility including loss of rent suffered by the Council
2. For the avoidance of doubt the Landlord and his employees and contractors shall carry proper identification and shall produce such identification if requested by the Subtenant

3. To set up appropriate systems as necessary for the effective performance of the Landlord's obligations under this Lease including a 24 hour telephone access to the Council
4. On receipt of the Council's reasonable repair requests to inspect the Premises promptly undertaking necessary repairs and maintenance work in accordance with the provisions of this Lease diligently within a reasonable period of time except emergency work which shall be attended to immediately
5. During any void period to undertake necessary cleaning clearance and repairs as quickly as is reasonably practicable after vacation in any event within two weeks of vacation and to notify the Council forthwith that the Premises are ready for occupation. If the Premises require extensive repair such repairs to be carried out within four weeks of vacation and any delay beyond four weeks must be agreed in writing with the Council
6. Not to make any charge or demand payment from the Subtenant for services provided under this Schedule but nothing in this paragraph shall prevent the Landlord from claiming or recovering damages against any such Subtenant in respect of any loss or damage caused by the Subtenant
7. To keep such records as are necessary and prudent for good practice including an events diary for the effective carrying out of the repairs decorating obligations and duties under this Lease and provide reports to the Council on request and to attend any management meetings at the reasonable request of the Council
8. Not to permit himself or anyone acting in his service including any subcontractor to act in such manner as may infringe the provisions of Human Rights Act 1998 or constitute an act of discrimination against any person

9. The Landlord shall not at any time during or after the Term without the agreement of the Council divulge any details of the Subtenant other than to persons approved in writing by the Council
10. In performing his obligation under this Schedule the Landlord will have regard to the duty policies and the guidance of the Council in respect of the Subtenant.

### SCHEDULE 3

#### Furniture Specification

The requirements for all properties are:

- Curtains and/or nets on all windows
- Appropriate durable flooring to all floors, which will be of sufficient quality to withstand the demands of this term.
- Lampshades
- Bulbs (at the commencement of each subtenancy and not otherwise)

Signed as a Deed by )  
 )  
 in the presence of: )

THE COMMON SEAL of )  
 SWINDON BOROUGH COUNCIL )  
 Was hereunto affixed )  
 In the presence of )

Authorised Signatory