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AO 06/18/2014

THIS LEASE is made the 21 July 2014

BETWEEN ANNE KABEGA of 174 Hicks Avenue Greenford Middlesex UB6 8HD (hereinafter called "the Lessor" which expression shall include the Lessor's successors in title) of the one part and **THE COUNCIL OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM** of Town Hall King Street London W6 9JU (hereinafter called "the Council") of the other part

WHEREAS:



- A. The Council has from time to time the need to provide temporary housing accommodation
- B. The Lessor not being a body capable of granting secure tenancies and the Council hereby declare that the provisions of paragraph 4 of Schedule 1 of the Housing Act 1985 (as amended by paragraph 4 Schedule 17 of the Housing Act 1996) are satisfied such that any sub-tenancy or licence granted by the Council in accordance with paragraph 3 of the First Schedule to this Lease shall not be a secure tenancy



NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Grant of Lease

1.1 In consideration of the rents hereinafter agreed to be paid the Lessor lets with vacant possession for use as temporary housing accommodation and the Council takes for such purposes **ALL THAT** second floor flat known as **69 PHIPPS HOUSE WHITE CITY ESTATE, LONDON W12 7QE** (hereinafter called "the Property") held under a lease ("the Headlease") dated the 7 January 1991 and made between The Mayor and Burgesses of the London Borough of Hammersmith and Fulham ("the Headlessor") and Anne Kabega together with the items specified in the Third Schedule to this Lease and the Lessor together with the rights granted (and except and reserved as specified in the Headlease) for a term of **THREE YEARS AND ONE DAY** ("the Term") from 21 July 2014

1.2 The residue of the term of the Headlease is now vested in the Lessor

security if directed in writing to do so by the holder of the security and such payment will be a complete discharge of the Council's obligations to pay rent to the Lessor under this Lease

8. Forfeiture

8.1 If at any time part of the rent is in arrear for one month (whether formally demanded or not) or any of the Council's stipulations are not performed the Lessor may give one months written notice to the Council of the default and failing remedy of the default by the Council at the expiration of such notice (or such longer period as may be reasonable in the circumstances) the Lessor may re-enter upon the Property and thereupon the tenancy shall be terminated

9. Unfit for Occupation

9.1 In the event of the Property being rendered partially or wholly unfit for occupation and use (other than by any act or omission of the Council its agents employees invitees licencees or sub-tenants not covered by the Lessors' insurance) then

- (i) the rent hereby reserved or a proportionate part thereof according to the nature and extent of the unfitness shall forthwith cease to be payable until the Property has been restored and reinstated and again rendered fit for occupation and use and in case any dispute shall arise as to the amount of such proportionate part of the period during which cessor or abatement of rent should be allowed the matter shall be referred to a single arbitrator in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force; or
- (ii) the Council may give 28 days notice to the Lessor terminating this Lease

10. Service of Notices

10.1 Any notice under this Lease shall be in writing and (in the case of a notice to be served on the Council) shall be sufficiently served if addressed to Property & Procurement Section and sent by recorded delivery post to 1st floor, 145-155 King Street, London W6 9XY or such other address as the Council may from time to time specify in writing **PROVIDED THAT** any notice to the Council sent to or left for it at the Property shall be of no effect and in the case of a notice to the Lessor shall be sufficiently served if addressed to the Lessor and sent by recorded delivery post to

their last known place of abode or business in the United Kingdom or to any such person who is authorised to receive the rent as is referred to in Clause 2.3 of this Lease

11. Warranty of Authority

11.1 Anyone signing or executing this Lease on behalf of a company or any other person who is the Lessor (whether or not under a power of attorney) hereby warrants to the Council their authority to do so and that (save as may have been expressly disclosed to the Council in writing) such authority is not limited or qualified in any material respect and has not lapsed or been revoked

12. Contracts (Rights of Third Parties) Act 1999

12.1 Save as expressly provided none of the provisions of this deed are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this deed

13. Warranty

13.1 The Lessor warrants to the Council that the Lessor:

- (a) is legally entitled to enter into this Lease;
- (b) has obtained insurance for the Property in accordance with the terms of this Lease (or that the Headlessor has done so, as the case may be);
- (c) has obtained unconditional consent from any superior landlord, mortgagee, or insurer to enter into this Lease and to permit the lawful use of the Property by the Council;
- (d) shall (if demanded) provide to the Council a certified copy of any superior lease

13.2 The parties agree that if the Lessor shall be in breach of any warranty contained in Clause 13.1 and has not complied within 28 days of the Council's written notice for compliance served on the Lessor the Council shall have the right to terminate this Lease by notice in writing to the Landlord but without prejudice to any right of action of either party against the other in respect of a breach of this Lease which shall have accrued prior to such termination

14. Extension of Lease

- 14.1 The Lessor will grant an extension of up to six (6) months (any periods between 1 and 6 months) to this Lease upon receiving 7 days written notice within 1 month of the termination date that the Council wishes to exercise this right

**FIRST SCHEDULE
COVENANTS BY THE COUNCIL WITH THE LESSOR**

To Repair

1. Subject to paragraphs 4, 5, 6 and 7 of the Second Schedule hereof the Council covenants to keep the interior of the Property (excluding any part of the main structure but including window glass and window fastenings) in reasonable condition and shall at the determination of this Lease carry out a clean and clear of the Property making good any minor damage caused to the Property by the Tenant Provided the same shall not include decoration nor (in all cases) damage or depreciation by fair wear and tear fire or any other risks covered or intended to be covered by the Lessors or Headlessors policy of insurance and in no event shall the Council on such determination be under any obligations to repair, decorate, reinstate, replace, yield up such items as specified in the Third Schedule hereto or make payment in respect of the same nor shall be liable for any malicious damage to the Property by trespassers or others not deriving title under the Council.

Not to Alter

2. The Council covenants not to undertake structural alterations to the Property without the Lessors prior written consent

Use

3. The Council covenants not to use or permit the Property to be used except for temporary housing accommodation

To Permit the Lessor to Enter

4. The Council covenants to permit the Lessor and all persons authorised by him at all reasonable times by prior appointment (except in the case of any emergency) to

prepaid meters or from key or card prepaid meters to standard gas and electricity meters as and when required Provided the Council shall not be liable to the Lessor for any such change during the term of the Lease

To Repair and Maintain

3. The Lessor covenants to fully maintain repair and preserve or to procure the maintenance repair and preservation during the Term (and any extension thereof) of the internal fixtures and fittings of the Premises and the structure and exterior of the Property including (without prejudice to the generality of the foregoing) the roof chimney structural and partition walls including all steels and timbers lift installation (if any) internal and external common parts and timbers drives stairs pathways boundary fences of the buildings of which the Property forms part in good and tenable repair and condition and also to keep or to procure the keeping in such repair and condition the plumbing drainage electrical mains and wiring and gas mains and piping and all cisterns tanks sewers drains pipes ducts conduits
4. Notwithstanding the provisions of paragraph 1 of the First Schedule to this Lease the Lessor covenants to accept liability for any outbreak of damp or dry or wet rot or asbestos or for infestations within the Property and forthwith to carry out any works required to remedy the same
5. The Lessor covenants to rectify without delay any defects in or malfunction of the space and water heating systems during the Term of this Lease
6. The Lessor covenants at all times to maintain and keep in proper working order the cooker and refrigerator-freezer installed within the Property
7. Upon receipt of any notice from a competent authority requiring the execution of works to the Property not being works which are the Council's express liability under paragraph 1 of the First Schedule to this Lease the Lessor covenants to carry out those works at his own expense within the time specified by the notice
8. The Lessor shall be responsible for any repairs or defects identified by the Council or its representatives which subsist or occur at or from the date of this Lease until the expiry of two weeks from the date of occupation of the Property and any such repairs or defects must be rectified as soon as possible and within any time the Council may allow in writing

Keys

- 9 The Lessor covenants to provide the Council with three sets of keys to the Property prior to the commencement of this Lease

Headlease

10. The Lessor covenants to pay and indemnify the Council against the rent maintenance charge insurance charges and other monies reserved by or payable under the Headlease and to observe and perform the Lessees covenants and obligations contained therein save insofar as the same are (apart from this paragraph) to be observed and performed by the Council under this Lease
- 10.1 In the event of any breach by the Headlessor of its obligations under the terms of any Headlease then the Lessor will at the written request of the Council take such steps as may be reasonably necessary to enforce any such obligations (insofar as the same may be for the benefit of the occupier of the Property)

Insurance

11. To the extent not covered by the Headlessors insurance under the Headlease the Lessor shall insure the Property for its full reinstatement value against all usual comprehensive building risks (to include theft of fixtures and fittings on forcible entry and a non-invalidation clause) and ensure continuous cover during the property unoccupied periods with a reputable insurance company and shall produce to the Council on request the last premium receipt and a copy of the insurance policy with a note of the Councils interest endorsed thereon

Alienation

12. Not to assign the Property without the consent in writing of the Council whose consent shall not be unreasonably withheld or delayed
- 12.1 To pay to the Council on demand the reasonable costs incurred by the Council in relation to such consent

To Provide Written Details

13. The Lessor will provide the Council with full written details of an address telephone number and where possible facsimile number and electronic mail address where

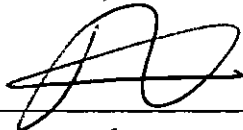
THE COMMON SEAL OF THE COUNCIL OF)
THE LONDON BOROUGH OF HAMMERSMITH)
AND FULHAM was affixed to this Deed in the)
presence of:-)

The Officer duly authorised on behalf of the Council

Signed as a Deed by
ANNE KABEGA
in the presence of:

)
) AKabega
)

Witness signature _____



Full name _____

Retz Scherffe

Address _____

Town Hall, Horton Street

London W8 7JX

Occupation _____

Solicitor

DATED 21 JULY 2014

ANNE KABEGA

and

THE COUNCIL OF THE LONDON BOROUGH
OF HAMMERSMITH & FULHAM

LEASE

Re: 69 Phipps House,
White City Estate London W12 7QE

Tasnim Shawkat
Bi-Borough Director of Law
London Borough of Hammersmith and Fulham
Town Hall
King Street
London W6 9JU

Ref: RTS/30072893