

**MODEL LEASE – SHARED RESPONSIBILITY FOR REPAIRS**

**DATED**

**20**

**THE BOROUGH COUNCIL OF SANDWELL**

**- and -**

**L E A S E**

**- of -**

<b>LR1. Date of lease</b>	<b>200</b>
<b>LR2. Title number(s)</b>	<b>LR2.1 Landlord's title number(s)</b>

	<p><i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i></p> <p><b>LR2.2 Other title numbers</b>  <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i>  N/A</p>
<p><b>LR3. Parties to this lease</b></p> <p><i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i></p>	<p><b>Landlord</b>  THE BOROUGH COUNCIL OF SANDWELL  Sandwell Council House, Oldbury  West Midlands B69 3DE</p> <p><b>Tenant</b></p> <p><b>Other Parties</b></p> <p>None</p> <p><i>Specify capacity of each party, for example "management company" "guarantor", etc.</i></p>
<p><b>LR4. Property</b></p> <p><i>Insert a full description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p><b>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</b></p> <p>The Property is described in Clause 2 of this Lease.</p>
<p><b>LR5. Prescribed statements etc.</b></p> <p><i>If this lease includes a statement falling within LR5.1 insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2 omit or delete those Acts which do not apply to this lease.</i></p>	<p><b>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</b></p> <p>[Clause 6.5.5 of this Lease contains a statement under Rule 179]</p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b>  <del>Leasehold Reform Act 1967</del>  <del>Housing Act 1985</del>  <del>Housing Act 1988</del>  <del>Housing Act 1996</del>  Local Government Act 1972</p>
<p><b>LR6. Term for which the Property is leased</b></p>	<p><del>From and including</del></p> <p><del>To and including</del></p>

<p><i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p><del>OR</del></p> <p>The term is specified in this lease at clause (2)</p> <p><del>The term as specified in this lease at clause/schedule/paragraph</del></p> <p><del>OR</del></p> <p>The term is as follows:  <del>125 years from</del></p>
<p><b>LR7. Premium</b></p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>None</p>
<p><b>LR8. Prohibition or restrictions on disposing of this lease</b></p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p>	<p>This lease does not contain a provision that prohibits or restricts dispositions:</p> <p><del>OR</del></p> <p><del>This lease contains a provision that prohibits or restricts dispositions.</del></p>
<p><b>LR9. Rights of acquisition etc.</b></p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p><b>LR9.1 Tenant’s contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</b>  NONE</p> <p><b>LR9.2 Tenant’s covenant to (or offer to) surrender this lease</b>  NONE</p> <p><b>LR9.3 Landlord’s contractual rights to acquire this lease</b>  NONE</p>

<p><b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b></p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>NONE</p>
<p><b>LR11. Easements</b></p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>NONE</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>NONE</p>
<p><b>LR12. Estate rentcharge burdening the Property</b></p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p>	<p>NONE</p>
<p><b>LR13. Application for standard form of restriction</b></p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	<p>The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property]</p> <p>NONE</p>
<p><b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b></p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p><del>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.</del></p> <p>OR</p> <p><del>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</del></p> <p>OR</p> <p><del>The Tenant is more than one person. They are to hold the Property on trust (Complete as necessary)</del></p>



Aims the Council will have the right to give the Tenant three months notice in writing to leave the property at the expiration of which period this Lease will end

3.4 The Council recognise that the Tenant may wish to move or close down and the Tenant will have the right to give the Council three months notice in writing of its intention to leave the property at the expiration of which period this Lease will end

3.5 If this Lease is brought to an early end this will not affect the ability of either party to enforce its rights and remedies against the other in respect of any claim or breach of covenant arising before this Lease ends

3.6 The Council will be bound by the obligations set out below under the heading "THE COUNCIL'S OBLIGATIONS AND RIGHTS" as set out in clause (5) hereof

3.7 The Tenant will be bound by the obligations set out below under the heading "THE TENANT'S OBLIGATIONS AND RIGHTS" as set out in clause (4) hereof

3.8 All notices to the Council or the Tenant are to be given in writing and sent to the address in clause (1) of this lease

(4) THE TENANT'S OBLIGATIONS AND RIGHTS

4.1 The Tenant will pay the rent within 28 days of the date payment becomes due and to the rent will be added the cost of insurance as provided under clause 5.2

4.2 The Tenant will maintain and keep in good repair those parts of the property that are set out in Schedule A hereof [so that they are maintained in at least as good a state of repair and condition as evidenced by the Schedule of Condition set out in Schedule C]

4.3 The Tenant shall discharge all rates and charges for electricity and gas consumed (if any) the cost of cleaning the premises and all other premises related expenses (including telephone costs)

4.4 The Tenant will not alter the structure of the property or do anything in the

property which may affect the structure or carry out any alteration to the property without first obtaining the prior written approval of the Council's Head of Corporate Property to such alterations such approval not to be unreasonably withheld or delayed

- 4.5 The Tenant will be responsible for complying with any Fire Regulations Health and Safety Regulations Planning Permissions and Building Regulations and any other permissions or Regulations which may apply to the property or to any use of the property
- 4.6 The Tenant will keep the property in good decorative condition for the duration of this lease and will decorate the interior of the property to the reasonable satisfaction of the Council prior to the lease coming to an end either at the end of the term or on shorter notice however it is given
- 4.7 The Tenant will allow an officer or officers of the Council duly authorised by the Chief Executive and Head of Corporate Property to see its accounts and other records at all reasonable times and upon reasonable notice
- 4.8 The Tenant will allow the Council's Head of Corporate Property or persons authorised by him to inspect the Property at all reasonable times and upon reasonable notice
- 4.9 The Tenant will take out sufficient third party insurance cover in respect of persons visiting the property and will indemnify the Council against all claims or damage thereto
- 4.10 The Tenant will be responsible for insuring its own possessions equipment and items kept within the property
- 4.11 The Tenant will use the property for the purposes of its agreed Aims only and will not use or allow the property to be used for any other purpose whatsoever

- 4.12 The Tenant will let the Council know in advance if it proposes to change or stop any of its aims or objectives and will notify the Council in writing of any change in its officers
- 4.13 The Tenant must not assign sublet charge or part with possession of the property or any part of the property or permit another to occupy the property or any part of it
- 4.14 Within six months of the end of the lease the Tenant will allow the Council to place notices on the property advertising its sale or letting
- 4.15 The Tenant will keep a copy its obligations and rights under this Lease at the property in a place where it can be seen by all staff
- 4.16 The Tenant will reimburse the Council in respect of its proper administrative and professional and other costs incurred in dealing with all applications for consents and all statutory inspections arranged for by the Council under this Lease
- 4.17 To comply with section 6(1) of the Land Registration Act 2002 ("the 2002 Act") as to compulsory registration at HM Land Registry in respect of the grant of this lease or a subsequent assignment thereof and to indemnify and keep indemnified the Council from and against all actions proceedings costs claims losses and liabilities arising as a result of any failure to do so
- 4.18 If this lease or any easement or any other matters therein are registered or noted in any registers pursuant to the 2002 Act then at the end of this Lease to deliver to the Council the original of this lease and any other documentation in the Tenant's possession or control necessary to procure the closure of the registered title thereto and the cancellation of any such noting thereof and to indemnify the Council in respect of any statutory fees that may be payable in respect of such closure or cancellation

(5) THE COUNCIL'S OBLIGATIONS AND RIGHTS

- 5.1 The Council will maintain the structure and parts of the property which are set out in Schedule B hereof
- 5.2 The Council will insure the property in its full reinstatement value against loss and damage by fire (unless prevented from doing so by any default of the Tenant) if so damaged will cause all monies received by virtue of any such insurance (other than monies received in respect of loss of rent) to be forthwith laid out in repairing or in reinstating the same with all convenient speed Provided that if the demised premises shall be destroyed or seriously damaged through any cause the Council may at its discretion in lieu of rebuilding or reinstating the same determine this Lease by giving to the Lessee not less than three month's notice in writing to that effect and the insurance money shall belong to the Council
- 5.3 The Council's Head of Corporate Property will have the right to inspect the property at all times and upon reasonable notice and to give the Tenant written notice to put right any breaches of its obligations within three months
- 5.4 The Council will have the right to enter upon and take immediate possession of the property if the rent remains unpaid for three months and thereby forfeit this Lease bringing it to an end
- 5.5 Without prejudice the provisions of Clause 5.4 where the Council has given the Tenant notice to put right any breaches of its obligations under this Lease and this has not been complied with within three months of such notice the Council will then have the right to enter upon and take immediate possession of the property and thereby forfeit this Lease bringing it to an end
- 5.6 The Council will arrange for the statutory inspection of the fixed electrical system

at the premises every 5 years. The Tenant is responsible for ensuring that portable and transportable electrical appliances comply with the Electricity at Work Regulations. This will require an inspection/testing regime for all appliances based upon risk assessment.

5.7 The Council will arrange for the statutory inspections and servicing of gas appliances; the ultimate legal responsibility in this regard remains however with the Tenant as occupier of the workplace. Documentation where issued confirming what has been done must be kept available on site. Under no circumstances is the Tenant permitted to make any alterations or additions to the gas installation.

## 6. GENERAL PROVISIONS

6.1 The parties to this Lease certify that there is no agreement for Lease to which this Lease gives effect.

6.2 On \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the Council served on the Tenant a notice complying with Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order").

6.3 On \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the Tenant made a [simple/statutory] declaration complying with Schedule 2 to the Order.

6.4 The Council and the Tenant agree that the provisions of Sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 are to be excluded in relation to the tenancy created by this Lease.

6.5 It is agreed that:

6.5.1 the Tenant will not have any rights over any property of the Council or the benefit of any obligations on the part of the Council except as set out in this Lease;

- 6.5.2 where a party to this Lease comprises two or more persons they are responsible for all their obligations both jointly and individually;
- 6.5.3 where this Lease obliges the Tenant not to do something the Tenant is also obliged not to permit it to be done by any person under the Tenant's control;
- 6.5.4 if the Council wishes to determine this Lease at the end of the first five years of its term and gives to the Tenant at least six months previous written notice of its wish then at the end of the first five years of its term this Lease shall end immediately but this will not affect the ability of either party to enforce its rights and remedies against the other in respect of any claim or breach of covenant arising before this Lease ends
- [6.5.5 the property will as a result of this Lease be held by or in trust for a charity and the charity is a non-exempt charity and the restrictions on disposition imposed by the Charities Act 1993 Section 3 will apply to the property (subject to Section 36(9) of the Charities Act 1993)]

## **SCHEDULE A**

### **(The Tenant's repairing Liability)**

1. Internal Decoration - The Tenant to be responsible for painting and decorating all walls ceilings doors windows woodwork plasterwork metal work and to keep them in good condition during term of lease and decorate in final year of term
2. Repair and Maintenance (including cleaning/cleansing):

- a) The Tenant to be responsible for repair maintenance and replacement of internal floor ceiling and wall finishes including carpets tiling lino wall paper and to repair damage caused by the Tenant to plaster walls floorboards and ceilings arising from use of property other than fair wear and tear
- b) Windows and Doors
- Tenant to be responsible for:-
  - replacing/repairing/renewing/ maintaining all “ironmongery” including hinges locks catches handles knobs bolts sash cords rehangng and easing doors and windows
  - repairing damage to windows and doors and frames arising from use of the property
  - All glazing internal and external including puttying and glazing beads
- c) Internal Woodwork
- Tenant to repair damage arising from use of property (other than fair wear and tear) to all internal woodwork including repair and replacement of window-boards skirting and picture rails floorboards stair rails staircases balustrades (other than fair wear and tear)
- d) Tenant to be responsible for all portable heating appliances

NB: Tenant to ensure minimum heat for frost protection and be responsible for damage caused to heating systems the property and contents by failure to maintain such minimum heat levels

- e) Tenant to be responsible for Maintaining Repairing Replacing/Renewing All fixtures and fittings (including Council's) on a schedule to be agreed at outset and prior to commencement of lease
- f) Tenant to be responsible for Maintaining/Repairing/Replacing/Renewing all "Soft" Electrical Wiring and Fittings including:
  - \* wiring/flex from ceiling roses to light fittings;
  - \* plugs and wiring from sockets;
  - \* light switches (including pull switches);
  - \* light fittings including fluorescent light holders starters and tubes  
light bulbs;
  - \* fuses/fuse wire
- g) Maintenance of Plumbing Systems - Tenant to be responsible for
  - replacement of washers to taps ballvalves etc;
  - unblocking all traps and waste/foul pipes;
  - replacement of handles ballvalves toilet seats chains wc pans  
cisterns basins internal water piping (hot and cold) isolation valves  
showers and shower curtains etc
  - insulation to internal piping
  - rectification of other minor plumbing matters
- h) Tenant to be responsible for Maintenance of all soft landscaping (including hedges shrubs and trees) and cleaning/cleansing of any external hard landscaping (paths parking areas steps patios terraces)

maintenance and decoration of garden sheds greenhouses and other outbuildings

- i) Tenant to be responsible for Repair Maintenance replacement/renewal of any additions to the property by the Tenant or by the Council at the request of the Tenant during the term of the tenancy
- j) Tenant to be responsible for the provision repair maintenance renewal replacement and testing of Fire Alarms Sprinkler Systems Burglar Alarms and other security systems and any other firefighting equipment
- k) Tenant to be responsible for repairing damage caused to any electric gas water plumbing or other services arising from the use of the property (other than fair wear and tear)
- l) Tenant to be responsible for call out charges relating to fire and security alarms and repairs

## **SCHEDULE B**

### **The Council's repairing Responsibility**

1. The Council shall be responsible for:  
  
Decoration to External woodwork and those other external parts normally or previously decorated
2. Repair and Maintenance (other than set out under Tenant's responsibilities) to:-
  - a) Main structure including all walls main timbers (floor joists rafters trusses purlins wall plates lintels) roof cladding foundations chimneys flues doors window frames and sashes
  - b) Rain water goods valleys flashings etc
  - c) All external timbers including facias soffits bargeboards to buildings
  - d) Damp proof courses and membranes

- e) Internal staircases and balustrades plasterwork ceiling and floorboards
- f) External drains and sewer junctions with house waste pipes manholes manhole covers (including cleansing of blocked external drains sewers other than caused by the Tenant or persons authorised by them)
- g) Fences boundary walls hard landscaping (patios paths terraces steps parking areas other than damage caused by the Tenant or persons using the property with the Tenants's authority)
- h) Hard internal and external electrical wiring including fuse boxes (but not fuses) ceiling rose junction boxes switches and sockets
- i) Central Heating Boilers and fixed gas and electric fires and electrical storage heaters attached to the property at the commencement of the lease pipework radiators tanks and fittings
- j) External water supply (excluding damage caused by the Tenant or persons authorised by them)

- To include:
- \* tanks (H & C)
  - \* immersion heaters
  - \* insulation to tanks
  - \* stopcocks
  - \* foul and waste water pipes

**SCHEDULE C**  
**(Schedule of Condition of the Property)**

**SCHEDULE D**  
**(The Council's fixtures and fittings)**

**SCHEDULE 3**  
**(Extract from Council Policy before referred to)**

based in or delivering services in Sandwell  
and non-governmental  
and value driven, for the social good  
and non party political  
and principally reinvest any financial surpluses to further social, environmental or  
cultural objectives that bring a significant community benefit to Sandwell

IN WITNESS whereof the Council and the Tenant have caused their Common  
Seals to be hereunto affixed as a Deed the day and year first before written

**EXECUTED** as a **DEED** )  
(but not delivered until the date hereof) by )  
**THE BOROUGH COUNCIL OF SANDWELL** )  
its **COMMON SEAL** having been )  
affixed in the presence of:- )

THE COMMON SEAL of )  
)  
was hereunto affixed in the presence of:- )

Director

Secretary