

DATED THIS 22<sup>nd</sup> DAY OF JANUARY 2015

MR JEREMY HARTNELL

(Landlord)

And

EURO STARS HOUSING AND ACCOMMODATION LTD

(Tenant)

\*\*\*\*\*

LEASE  
Relating to

**Basement Flat, 42 Malden Road, Camden, London, NW5 3HG**

\*\*\*\*\*

**THIS IS AN IMPORTANT LEGAL DOCUMENT; PLEASE READ CAREFULLY BEFORE SIGNING**

THIS AGREEMENT is made on the 22<sup>nd</sup> DAY OF JANUARY 2015

**BETWEEN** (1) **MR JEREMY HARTNELL**  
Of Monks Rest, Hillside Road, Pinner, Middlesex, HA5 3YJ  
(Hereinafter called "the Landlord") of the one part

**AND** (2) **EURO STARS HOUSING AND ACCOMMODATION LIMITED**  
Of Unit 2 Hale House, 290-296a Green Lanes, London, N13 5TW  
(Hereinafter called "the Tenant") of the other part

**WHEREBY IT IS AGREED** as follows: -

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

**The Premises are:** Basement Flat, 42 Malden Road, Camden, NW5 3HG

**The Rent is:** £1100.00 per calendar month (paid monthly in arrears)

**The Term is:** Three Years and any agreed extension recorded in writing, subject to prior determination as hereinafter provided;

**Housing Use:** Sub-letting the premises as temporary housing accommodation on terms within paragraph 6 Schedule 1 Housing Act 1985 or such other Sub-letting that the Tenant deems appropriate.

2. The Landlord demises to the Tenant the Premises together with all Rights and Easements enjoyed for the benefit of the premises and the fixtures and fittings listed in the Schedule of Conditions for the Term at the Rent payable without

any deductions (apart from any agreed herein by both parties) monthly in arrears on the 22<sup>nd</sup> day of every month.

3. **The Tenant** covenants with the Landlord as follows:

- (1) To pay the said rent at the times and in the manner aforesaid
- (2) To pay and discharge all charges (including standing and consumption charges and any deposits) in respect of the supply of gas, electricity, water and council tax to the Premises, during the Tenancy if the same is payable.
- (3) To keep the interior of the premises and all Landlords fixtures and fittings in good and tenable repair to the standard set out in the Schedule of Condition, fair wear and tear and damage by accidental fire and other insured risks excepted.
- (4) At the determination of this Lease to return the Premises in the state of condition in accordance with the Tenant's obligation set out in this Lease.
- (5) To permit the Landlord and his duly authorised agents upon giving reasonable times to enter upon and to examine the condition of the premises and to enter with such workmen and appliances as may be necessary to execute repairs on the Premises and to any adjoining Premises belonging to the Landlord.
- (6) To use the premises for the purpose of the Housing Use and not to cause or permit the Premises to be statutorily overcrowded and not to occupy the Premises itself.
- (7) Not to make any structural alterations to the Premises.

(8) To permit the Landlord that one month immediately preceding the determination of the Term to affix and retain without interference upon any part of the Premises a notice for the sale or re-letting of the same and to permit persons with written authority from the Landlord or his agent at reasonable times during the day upon appointment with the occupier to view the Premises.

4. **The Landlord** covenants with the Tenant as follows:-

(1) To pay all existing and future taxes assessments and outgoings imposed or charged upon the Premises other than those to be borne by the Tenant under the provisions of clause 4 (2) hereof.

~~(2) To pay and discharge water rates imposed or charged during the Term upon or in respect of the premises whether on a metered or un-metered basis.~~

(3) To comply with all the statutory provisions and any obligations imposed by law in regard to the premises and indemnify the Tenant from and against all actions claim demands and expenses which may be brought, made, or incurred against or by the Tennant in consequence of such non-compliance as aforesaid.

(4) To put and keep the structure roof and other exterior parts of the premises in proper repair and to keep clean lit and in good decoration. The landlord will be liable for all common parts enjoyed by the Premises and repairs and replacement to the central heating system, boiler, entry phones and electrical circuits and lifts (if any) serving the premises, for the duration of the term.

(5) To carry out those repairs liability for which is imposed upon the landlord by section 11 of the Landlord and Tennant Act 1985 notwithstanding the provisions of section 14 of the Landlord and Tenant Act 1985 provided that if Landlord shall have been given written notice of the need to carry

out any such repairs the Tenant shall not be liable to pay rent for the period commencing fourteen days from the date of such notice to the date when the repairs are completed and further if landlord shall fail to comply promptly with his obligations, the Tenant upon giving reasonable notice may ( as agent of the Landlord) carry out all such repairs and all remedial works and shall be entitled to repayment of cost thereof from the landlord and alternatively to set off the cost of such works against any rent due to the Landlord.

- (6) The Landlord to be responsible for and to bear the cost of insuring the property including the internal fixtures, fittings and contents against the usual perils and also loss of Rent, Architects and surveyors and other professional fee. To supply the Tenant on demand the policy and the receipt or receipts for the premiums in respect thereof and in the event of the Premises being destroyed or damaged by an insured risk so as to be unfit for occupation and use, then the Tenant or Landlord may elect to determine this lease at any written time thereafter but before reinstatement by notice in writing to the other.
- (7) That the Tenant paying the rent hereby reserved shall peacefully hold and enjoy the Premises during the said Term with the landlord or any person rightfully claiming under or in trust for the Landlord.
- (8) That all keys to the premises will be handed to the Tenant on the signing thereof.
- (9) That the Landlord is not and shall not during the Term become nor during the Term cause or permit the Landlord under this lease to be a body which is capable of granting a secure tenancy within the meaning of the Housing Act 1985.
- (10) Under the **Electrical Equipment (Safety) Regulations 1994** and the **Gas Safety** (Installation and Use) Regulations 1994 and 1996' all low voltage electric appliances and all gas appliances must be checked by

professional tradesmen, all items marked with the date and time of testing to comply with Government Regulations. The Landlord must carry out such tests annually or they will be carried out by the agents at the landlord's expense prior to the rental of property and on annual basis thereafter, the costs being deductible from the rent. All appliances must have instruction books left at the property. Failure to comply with the Regulations can result in prosecution.

(i) The Landlord to provide the required number of mains operated smoke detectors. If the property has been supplied with existing smoke detectors the landlord is only required to replace such if the existing cease to work or become in such state as to require replacing through fair wear and tear.

(ii) The Landlord to provide a fire blanket in the kitchen. If the property has been supplied with existing fire blankets the landlord is only required to replace such if the existing cease to work or become in such state as to require replacing through fair wear and tear.

(iii) The Landlord to provide window opening restrictors to all windows above ground floor.

(11) As of the 1st October, 2008 all domestic properties to let require a domestic *EPC*. (**Energy Performance Certificate**) It is a legal requirement for all rented domestic properties. The Landlord must carry out such tests

(11a) Under the **Fire and Furnishings (Safety) (Amendment) Regulations 1993** the Landlord has the obligation to ensure all furniture in properties being rented must comply with the fire regulations by displaying a label stating that they are fire resistant. If items of furniture do not comply with the fire regulations, the landlord must either change items of furniture or authorise ourselves as agents to either replace or remove the items before any tenancy commences. Instructions to let a property available for rental will only be accepted if all furniture complies with the regulations. Failure to comply can result in prosecution.

(12) To maintain in good repair and working order all fixtures, fittings and furniture listed in the Schedule of Condition and to replace any such items which are incapable of repair provided the Tenant or sub-tenants are not responsible for the disrepair and where the Landlord fails to replace items as above the Tenant may repair or replace them and deduct the cost from the rent payable.

(12a) The Landlord confirms that all carpets, net curtains, curtains, furniture and other furniture and appliances (fridge, plumbing for washing machine, washing machine, cooker) shall be provided for the tenants use for the duration of the lease, with no guarantee from the tenant as to their condition or replacement at the end of the lease, whether they are present or missing from the property.

(13) If the tenant is required to affect any works to comply with the requirements of the tenants sub tenants, the tenant shall notify the Landlord, works are required to be carried out as soon as possible and no later than seven days, failing to do so will result in the tenant carrying out the works without further notice and charge or off set the charge against the rents due to the Landlord.

(14) The Landlord warrants to the tenants that all necessary consent from any superior landlord has been obtained for the tenancy created by this Lease.

(15) To keep the garden at the premises (if any) in a neat and tidy condition, and maintain such condition as and when deemed necessary by the agent. Failure to do so will result in the works carried out by the agents at the landlord's expense, the costs being deductible from the rent.

(16) Where there is evidence of pest infestation not caused by the act or default of the Tenant the Landlord shall, on being notified by the Tenant immediately eradicate the infestation and to provide the Tenant with documentary evidence of the contract. Failing to do so will result in the

tenant carrying out the works without further notice and charge or off set the charge against the rents due to the Landlord.

5. **IT is mutually** agreed as follows:-

- (1) If the rent hereby reserved or any part thereof shall remain unpaid for twenty –one days after becoming payable (whether formally demanded or not) or if any Tenants covenants hereinbefore contained shall not be 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 lease shall determine.
- (2) If the premises or any part thereof shall at any time during the said Term be destroyed or damaged by fire or other insured risks so as to be unfit for occupation and use and the policy or policies of insurance effected by the Landlord shall not have been vitiated by reason of any act or default of the Tenant the Rent shall be suspended until the Premises shall again be rendered fit for habitation and use.
- (3) Any notice served under this Lease 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 deemed served by the Tenant if sent by first class post to: **Monks Rest, Hillside Road, Pinner, Middlesex, HA5 3YJ**
- (4) If the Landlord can satisfactorily show that the occupation of the Premises by the Tenant's sub-tenant or other persons permitted by the Tennant to occupy is causing a nuisance or annoyance to adjoining occupiers the Tennant will use all reasonable endeavours to remove the said sub-tenants or permitted occupiers from the Premises.
- (5) In the event of determination of this lease for any reason before the expiry of the Term, by either party, the Rent shall be apportioned to the date of termination.



- (6) If any dispute whatever shall arise between the parties of this lease with respect to the rights, duties, or obligations of the parties under this lease or as to any other matters in any way arising out of, or connected with this Lease (except where the same relate to forfeiture) this matter in dispute shall be determined by a single arbitrator appointed by the President for the time being of the Royal Institute of Chartered Surveyors or any person authorised by the President to make appointments on his behalf on the application of either party in accordance with its Arbitration Acts 1950 to 1979.
- (7) If at any time during the Term a mortgagee of the Landlord shall serve notice on the Tenant requiring all or part of the Rent to be paid direct to such mortgagee the Tenant shall send a copy of such notice to the Landlord and as from the next date that the rent is payable until further notice from the mortgagee the Tenant shall pay the Rent as is required to such mortgagee as agent of the Landlord in full or part discharge (as the case may be) of the Tenants obligations under clause 4 (1) hereof.
- (8) Notwithstanding the provisions of clause 4 (4) of this lease if at the expiration of the Term the Premises are not in the state or condition that they should be (having regard to the Tenant's obligations in Clauses 4 (3) and (5) hereof, the Landlord shall require the Tenant to repair or reinstate the Premises, or, shall accept compensation by means of payment of a sum equivalent to the reasonable and proper cost of putting the premises into their correct state.
- (9) The Landlord may at any time during the term determine the lease by service of a notice giving at least two calendar months prior notice in writing expiring on any date after expiry of such notice period. The process of gaining vacant possession may take up to 6 months to be achieved however, if the premises becomes vacant during the period of the notice, the same will be handed back immediately.

- (10) If the Landlord serves notice-requesting termination of the contract prior to determination date, the property will be returned to the Landlord as soon as it becomes vacant. ( as detailed in (9) above)
- (11) On the expiration of the contract if it is agreed that the contract shall be extended for a further period or subsequently renewed. The Lease will however continue from month to month after the expiry of the term until such renewal is agreed or alternatively ended by service of appropriate notice.
- (12) In accordance with the tenants policy to actively combat discrimination of all forms wherever it occurs the parties shall not discriminate directly or indirectly through applying conditions or requirements which cannot be shown to be justified. The parties shall not discriminate on the grounds of age, colour, disability, ethnic origin, gender, HIV status, marital status, nationality or national origins, race, religious beliefs, responsibility for dependents, sexuality or unrelated criminal conviction.
- (13) In the event of any dispute arising from breach of any of the clauses of this lease the same shall be determined by an arbitrator appointed by the parties and in default of such appointment a single arbitrator of the County Court in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of the time being in force and FURTHER it is agreed that the arbitrator shall have jurisdiction notwithstanding the amount involved exceeds the jurisdiction limit for the time being in force in respect of arbitration proceedings in the County Court and decisions shall be binding on the parties without prejudice to their rights of appeal on a point of law.
- (14) In the event that the Landlord shall sell the property within the fixed period of the lease, if the purchasing party wishes to terminate the lease (section 5.9) shall cease to be void, and the new purchaser is required to give notice of a minimum eight calendar months prior notice in writing expiring on any date after expiry of such notice period. The process of gaining vacant possession may take up to 6

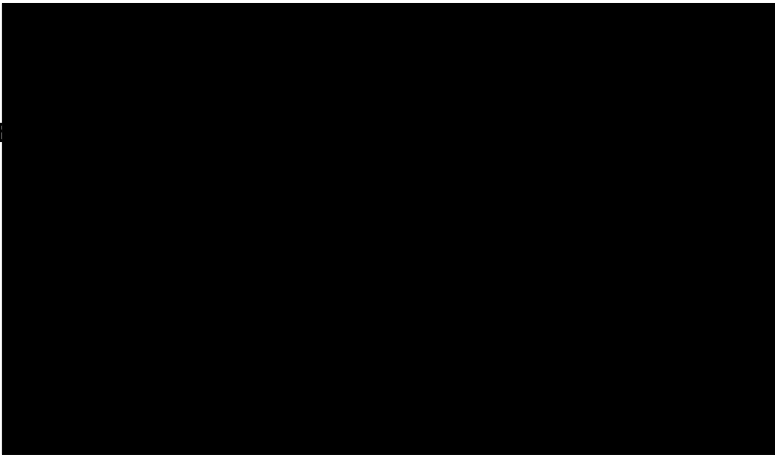
months to be achieved however, if the premises becomes vacant during the period of the notice, the same will be handed back immediately.

- (15) Each of the parties shall bear and pay there own costs that occur prior to the reference.

RE: Basement Flat, 42 Malden Road, Camden, London, NW5 3HG

EXECUTED AS A DEED

By the said



In the presence of: -

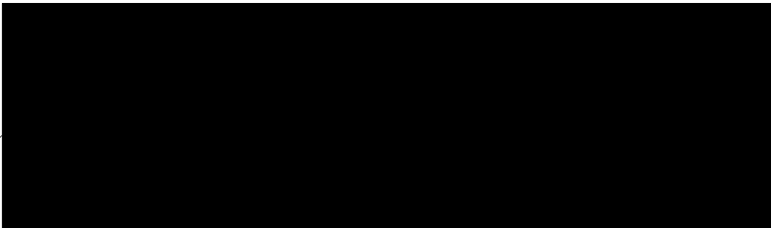
Name, address & occupation



.....  
Euro Stars Housing & Accommodation Ltd  
Unit 2, Hale House, 290-296A Green Lanes  
London N13 5TP  
T: 020 8882 5500 F: 020 8882 3737

EXECUTED AS A DEED

SIGNED by



EURO STARS HOUSING AND ACCOMMODATION Ltd

In the presence of: -

Name, address & occupation



.....  
Euro Stars Housing & Accommodation Ltd  
Unit 2, Hale House, 290-296A Green Lanes.  
London N13 5TP  
T: 020 8882 5500 F: 020 8882 3737