

SUMMARY OF MARINE GATE LEASE

The leases for properties purchased in Marine Gate are for a period of 125 years from the 25th December 1985. All leases are substantially similar and contain provisions to protect Marine Gate (the Lessors) and all flat owners (the Tenant (s)). The property is managed through a Board of Directors elected by Tenants and they ensure the terms of leases are complied with.

Buyers of properties in Marine Gate should take advice and ensure they are fully aware of the terms of the lease. Apart from financial responsibilities some of the main obligations relating to the flats are briefly summarised:

- All proposed structural changes to a flat must be approved by the Lessor and a licence issued before any work commences.
- The flats have heating and hot water served by communal pipework. Any proposed changes to plumbing or heating systems must be approved and a licence issued.
- Tenants must be in possession of a licence before any of the above changes are carried out. If a licence request is not approved or if work in a flat has been carried out which results in non-compliance with the lease, jeopardises the building or other Tenants rights under their lease the flat shall be reinstated at the Tenants expense.
- Flats must only be used as a residential property for occupation by one family and not as furnished holiday accommodation.
- Sublets are allowed for a minimum period of three calendar months subject to the Tenant entering into a covenant with the Lessor to ensure compliance with the lease.
- Flats are not to be used for business purposes and, in particular, for any purpose that may become a nuisance to other Tenants or residents of the building.
- The Tenant is responsible for maintaining in good repair the flat, its fixtures and fittings and which are not the responsibility of the Lessor to maintain.
- The Lessor is responsible for insuring the building together with its fixtures and fittings. The Tenant must not take any action which may jeopardise that insurance.
- The Tenant or residents are responsible for, and are expected to take out insurance, in respect of their own contents fixtures and fittings and all liability arising from their default to third parties or other Tenants or residents of the building.
- Balconies and windows must be kept clear of unsightly objects, including washing or clothes and any other item which, in the opinion of the Lessors, is offensive or may cause nuisance or annoyance to others.
- Animals may be kept by residents but a license must be requested, If granted the license must be strictly complied with; the Lessor retains the right to revoke the license and ask for the animal to be removed from the building.

- Except in respect of kitchens and bathrooms as originally designed into the building, all floors must be covered with carpet and underlay. All kitchens and bathrooms must be suitably and properly covered.
- The Lessors provide a TV aerial wired to points adjacent to all flats; the building is also wired for Virgin cable and BT telephone. Tenants must not erect any external wireless or TV aerial that may be visible from the outside.
- There must be no encroachment or trespass beyond the boundaries of the flats as shown in the plans to the lease deeds.
- All flats have service areas which must be used for disposal of rubbish. Common ways or public areas must not be used for storage or rubbish disposal.
- There are restrictions related to the making of noise, including that made by contractors working for both Tenants and the Lessor.
- The Lessor maintains a number of guidance and landlord documents related to the building, these are sent to all new Tenants and are available from the Marine Gate Office.

The above is a summary for guidance only, any lease entered into sets out the full terms, conditions and responsibilities of both parties.