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**This Lease** made the Twenty-fifth day of February One thousand nine hundred and Seventy-two BETWEEN CLARIDGE PROPERTY COMPANY LIMITED of and whose registered office is at 22 Davies Street W.1 in Greater London (hereinafter called "the Lessor" which expression where the context so admits includes the person or persons for the time being entitled to the reversion immediately expectant upon the term hereby created) of the one part and GEOFFRAY MEREDITH HAMER of Little Court, Bampton, Reading Berks (hereinafter called "the Lessee" which expression where the context so admits includes the Lessee's successors in title) of the other part



WITNESSETH as follows:—

1. IN consideration of the sum of ~~TEN~~ THOUSAND FIVE HUNDRED POUNDS paid by the Lessee to the Lessor on or before the execution hereof (the receipt whereof the Lessor hereby acknowledges) and of the rents and other payments and covenants hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed the Lessor demises unto the Lessee ALL THAT self-contained Flat on the Second floor of the ~~Eastern~~ Western Block of and being Flat Number      in the Building (hereinafter called "the Building") known as Kingsway Court Kingsway Hove in the County of Sussex which flat is for the purposes of identification only and not by way of limitation delineated on the plan annexed hereto and thereon edged red TOGETHER with the Lessor's fixtures fittings sanitary and other apparatus and other chattels and appurtenances therein installed or affixed TOGETHER with the rights set out in Clause 2 hereof but except and reserved and subject as provided in Clause 3 hereof TO HOLD the same unto the Lessee from the Twenty-fifth day of March One thousand nine hundred and sixty-three for the term of NINETY-NINE YEARS PAYING therefor (a) during the first thirty-three years of the said term the yearly rent of SIXTY POUNDS (b) during the next thirty-three years of the said term and for the last period of thirty-three years thereafter such rent as shall have been agreed between the Lessor and the Lessee or determined as hereinafter provided as being Ten per centum (10%) of the current market rental value of the said Flat at that time and the provisions of the second part of the Schedule hereto shall apply for the purpose of ascertaining the rent for each such period AND SO THAT the rent in respect of each year of the said term is to be paid by equal quarterly payments in advance on the Twenty-fifth day of March the Twenty-fourth day of June the Twenty-ninth day of September and the Twenty-fifth day of December in each year without any deduction the first of such payments or a proportionate part thereof calculated from the date hereof to be made on the execution hereof.

2. THE demise hereinbefore contained includes the following rights:—

(i) The right in common with the Lessor and the Lessee of all other flats in the Building and all others having the like right to use for purposes only of access to and egress from the said Flat the entrance hall landings staircases common passages and lifts in the Building and the forecourt and roadways within the curtilage of the Building.

(ii) The right of passage and running of gas electricity water soil and air from and to the said Flat through the pipes wires conduits drains and ducts in under or upon the Building

(iii) The right to vertical and lateral support and to shelter and protection from the other parts of the Building.

3. THE demise hereinbefore contained is subject to the following matters:—

(i) The exception and reservation unto the Lessor of the main structural parts of the Building including the roofs thereof and the walls and concrete slabs bounding the said Flat other than (A) the glass in the windows of the said Flat and (B) the interior



faces (including plaster and other internal covering or lining) of the walls ceilings and floors bounding the said Flat and (c) internal walls completely within the said Flat

(ii) The exception and reservation unto the Lessor of the free and uninterrupted use of all gas water and other pipes electric and other wires ventilation and heating ducts and drains in through or under the said Flat

(iii) The covenants hereinafter contained

(iv) The rights of other parts of the Building to be supported sheltered and protected by the said Flat as the same now are

(v) All easements and similar rights enjoyed by the other flats in the Building.

4. THE Lessee hereby covenants with the Lessor as follows:—

(1) To pay the reserved rent on the days and in manner aforesaid without any deductions

(2) To pay the service charge hereinafter defined in the first part of the Schedule hereto at the times and in the manner specified in the said Schedule

(3) To pay and discharge all existing and future general and water rates taxes impositions assessments and outgoings which may become payable in respect of the said Flat during the said term or by the owner or occupier thereof and in the event of Income Tax under Schedule "A" or any similar or comparable tax being charged or assessed and paid or borne by the Lessor being tax in respect of the said Flat either alone or together with some other part or parts of the Building to pay to the Lessor a sum equal to so much of the tax so charged or assessed and paid or borne by the Lessor as aforesaid as shall be certified by the Lessor's managing agents (whose certificate shall be conclusive and binding on the parties) to be attributable to the said Flat

(4) To pay all charges in respect of gas electricity or telephone payable in connection with the tenancy of the said Flat

(5) To keep the sanitary fittings water-closets cisterns baths sinks basins and pipes used in or in connection with the said Flat properly cleaned and flushed out and free from obstruction and to make good any damage occasioned to the said Flat or to the Building through the bursting overflow or stopping up of such sanitary fittings, water-closets cisterns baths sinks basins or pipes and to keep the balcony of the said Flat clean and tidy and free from litter

(6) To keep the said Flat and the sanitary and water apparatus therein (including all cisterns and pipes) and all cables wires conduits doors glass locks and Lessor's fixtures fittings apparatus chattels and appurtenances therein in good and substantial repair and condition and in a good state of decoration throughout the term and so deliver up to the Lessor at the determination of the said term

(7) In every seventh year of the said term and in the last year of the said term howsoever determined to paint all the inside wood and ironwork of the said Flat in a proper and workmanlike manner and compatible with the requirements of a first-class residential flat with two coats of good quality paint and so that during the last year of the said term such paint shall be of a tint approved by the Lessor and with every such internal painting to whitewash colour wash distemper grain paint varnish paper and otherwise decorate in a similar manner all such other internal parts of the said Flat as have been or ought properly to be so treated and so that in the last year of the said term the tints colours and patterns of all such works of internal decoration shall be approved by the Lessor

(8) Not to employ in the said Flat in any capacity whatsoever any person who has at any time been in the employ of the Lessor

(9) To keep all windows properly cleaned both inside and out at least once in every month and to provide all windows with curtains of a type and style to the reasonable approval of the Lessor





(10) Forthwith or as soon after taking possession of the said Flat as may be practicable to close carpet each room in the said Flat including any hall inside the said Flat (but not the kitchen and bathroom) with suitable carpet and heavy foam rubber underlay and to take every other reasonable precaution for ensuring quietness and the deadening of sound including the placing of rubber or cork insulators under all pianofortes gramophones wireless and television sets or sewing machines kept in the said Flat

(11) Not to affix exhibit or paint on any door of the said Flat or of the Building or at or near any of the entrances thereto respectively or otherwise any plate name or notice except only in the space assigned by the Lessor for that purpose at the front entrance to the Building a plate or card bearing only the name of the Lessee and without any indication of the Lessee's trade profession or business and not to exhibit in any window or upon any part of the Building external or internal or any part of the main entrance hall staircase landings or passages any trade profession business or other notice or advertisement whatsoever

(12) To indemnify and keep indemnified the Lessor from and against the cost of making good any damage caused to any other part of the Building and all and every claim whether from any lessee or tenant of any other part of the Building or from any other person arising from or in connection with the use and occupation of the said Flat by or otherwise caused by the Lessee or any visitor guest or servant of the Lessee or any member of the Lessee's family

(13) To permit the Lessor and its agents and all persons authorised by them respectively at reasonable times and upon appointments being made to examine the state and condition of the said Flat and to take inventories of the fixtures therein and to execute and do such works and things as may be required for any repairs to the said Flat for which the Lessor may be responsible or to any other part of the Building and for this purpose to bring into the said Flat any necessary tools and appliances for carrying out the said works the Lessor making good any damage occasioned thereby and upon written notice given by the Lessor to execute forthwith all repairs and work lawfully required by such notice and for which the Lessee is liable hereunder PROVIDED ALWAYS that if the Lessee shall not within two calendar months after the service of such notice commence and proceed diligently with the execution of the repairs mentioned in such notice it shall be lawful but not obligatory upon the Lessor to enter upon the said Flat and execute such repairs and works and the cost thereof shall be a debt due from the Lessee to the Lessor and recoverable forthwith

(14) Not without the written consent of the Lessor to make any alteration in the said Flat or remove any partitions doors or cupboards or other fixtures therein and not to cut maim or injure any of the floors walls or timbers thereof

(15) Not to waste or allow to be wasted any water at the said Flat

(16) Not to do or permit or suffer to be done anything whereby any insurance of the Building against loss or damage by fire may become void or voidable or whereby the rate of premium for any such insurance may be increased and to repay to the Lessor on demand all sums paid by way of increased premium and all expenses incurred by it in or about any renewal of any such Policy rendered necessary by a breach of this covenant

(17) To keep the entrance door to the Flat closed except for the purpose of entering or leaving the Flat

(18) To pay all expenses (including solicitors' costs and surveyors' fees) incurred by the Lessor incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

(19) To use the said Flat for the purposes of a private residence in <sup>one family</sup> ~~single~~ occupation only and not to exercise or carry on therein any trade business profession or vocation whatsoever



(20) Not to do or permit or suffer anything in or upon the said Flat or the Building or any part thereof which may at any time be or become a nuisance or annoyance to the Lessor's tenants or occupants of any other parts of the Building or for any improper or immoral purposes or so as to be detrimental to the reputation or character of the Building and in particular not without the Lessor's written permission (which permission may be revoked at any time) to keep any animal or bird in the said Flat nor to permit any singing or instrumental music therein or permit or suffer to be used a wireless or television set between the hours of eleven thirty p.m. and seven thirty a.m. or in such circumstances so as to cause a nuisance to the tenants of any adjoining flat and not to permit or allow refuse to be removed therefrom except in covered receptacles or bags to be provided by the Lessor

(21) At the determination of the tenancy to yield up the said Flat and all fixtures and fittings therein in accordance with the Lessee's covenants hereinbefore contained

(22) Not to assign underlet or part with the possession of any part (meaning a portion only and not the whole thereof) of the said Flat and not during the last seven years of the said term without the consent in writing of the Lessor such consent not to be unreasonably withheld to assign underlet or part with the possession of the said Flat as a whole and further that whenever during the said term any assignment underletting or devolution by death shall be made of the said Flat within twenty-one days of the execution of the said Assignment or underlease or from the Grant of Probate or Letters of Administration to give notice in writing to the Lessor of such assignment underletting or devolution and of the name and place of abode of the person or persons to whom the said Flat shall be assigned or underlet or devolve and leave such assignment underlease probate or other disposition at the office of the solicitors to the Lessor to the intent that the same may be registered by them and pay a fee of Two guineas for every such registration

(23) Not to hold or permit to be held any sale by auction in the said Flat

(24) Not to permit any safe or other article weighing more than six hundredweight to be brought into the said Flat without the Lessor's written consent

(25) Not to leave or deposit or permit to be left or deposited upon the entrance way entrance steps in the entrance hall or on the stairways landings or in the passages or balconies of the Building any bicycles perambulators parcels or other articles or to permit any refuse or waste to be left thereon or any carpet or cloth to be beaten thereon or to permit any children to play in or obstruct the entrance hall passages balconies or staircases of the Building or upon any grounds or ways within the curtilage of the site of the Building

(26) Not to hang or expose or permit to be hung or exposed anything (including clothing linen carpets rugs or laundry) from the windows doors balconies or otherwise from the exterior of the said Flat other than the provision on the balconies of suitable chairs tables or other balcony furniture to be approved by the Lessor and not to furnish or cover any of the windows of the said Flat except with curtains or blinds of a colour or design suitable in the opinion of the Lessor to the external colour scheme or design of the Building

(27) To comply with any notices which may be served in respect of the said Flat by any local or other authority so far as the Lessee may be liable under the Lessee's covenants herein contained

(28) To permit the Lessor during the three months immediately preceding the expiration or sooner determination of the said term to affix and to retain without interference upon any part of the said Flat a notice for reletting the same and during the said three months to permit all persons authorised by the Lessor or its agents at reasonable times of the day upon appointment being made to view the premises

(29) To observe and perform all reasonable regulations from time to time made by the Lessor consistent with the provisions of this Deed for the purpose of securing the safety welfare or cleanliness of the Building or any part thereof or the comfort or convenience of the tenants of the Building or of any substantial part thereof



(30) Not to fix any radio television or other aerial or any other radio or television fitment upon the exterior or interior of the Flat or any part thereof

(31) To ensure that all electrical equipment used in the said Flat is so constructed or adapted that it does not interfere with television or sound radio reception in the Building

(32) Not to enter upon or permit any visitor or servant to enter upon the Flat roof of the Building

(33) To use as far as practicable the electrical waste disposal unit installed in the said Flat by the Lessor for the disposal of such refuse as is suitable to be disposed of by such means and to cause all other refuse to be placed in the receptacle or bag provided by the Lessor so as to be available for removal by the Lessor's cleaner at the times to be specified by the Lessor

(34) Not to permit or allow any vehicle to be parked in the private roadways or open spaces belonging to the Building without the permission of the Lessor or in the case of emergency of the hall porter.

5. THE Lessor covenants with the Lessee as follows:—

(1) That the Lessee paying the rent hereby reserved and performing and observing the covenants on the Lessee's part herein contained shall peaceably hold and enjoy the said Flat without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor

(2) Except to such extent as the Lessee or the Lessee or tenant of any other part of the Building shall be liable in respect thereof under the terms of this Lease or any other Lease to keep in good and substantial and decorative repair and condition and whenever necessary in the opinion of the Lessor to replace or renew (A) the structure of the Building including in particular but without prejudice to the generality thereof the roofs foundations basement outhouses external and internal walls (but not internal walls completely within the said Flat or the internal faces including the plaster and glass in the windows of such walls as bound the said Flat) balconies and the structural columns and beams and concrete floor and ceiling slabs (other than the internal faces thereof including plaster and other internal covering or lining) chimney stacks gutters rainwater and soil pipes thereof (B) the sewers drains channels watercourses cisterns storage tanks gas and water pipes electric cables and wires and supply lines in under and upon the Building including the internal telephone system and the television and radio aerials and connections thereto (C) the boilers hot water apparatus and air conditioning heating and ventilating plant and apparatus in the Building (including fuel storage tanks) (D) the passenger lifts shafts and machinery and the halls passages landings and staircases and other parts of the Building used in common and (E) the entrance doors boundary walls fences areas forecourts roadways and approaches of the Building

(3) To keep all the fixtures fittings furniture and furnishings in the entrance halls staircases corridors and passages and all other parts of the Building used in common in good repair and in a clean and proper order and condition and to replace such furniture and furnishings with new furniture and furnishings of at least equal quality as and when replacement shall in the opinion of the Lessor be necessary or requisite and in particular to maintain the entrance halls in a manner fitting with the character of the Building

(4) So far as practicable and unless prevented by strikes or other unavoidable causes (A) to keep clean and reasonably lighted and heated the halls passages landings staircases and other parts of the Building used by the Lessee in common with others and (B) to tend keep clean and tidy the entrance doors gardens forecourts areas roadways and approaches of the Building (C) to provide for the removal in receptacles or bags to be provided by the Lessor of such domestic refuse from the said Flat as shall not be disposable by means of the said electrical waste disposal unit at such times as the Lessor shall consider reasonably necessary

(5) At all times during the said term so far as practicable and unless prevented by strikes breakdowns or other unavoidable causes and subject to availability of fuel



and electricity (A) to supply constant hot water for domestic purposes to the said Flat by means of the boiler and hot water installations serving the Building and (B) to keep and maintain the said Flat suitably air conditioned (but without refrigeration) and between the First day of October and the First day of May in every year suitably centrally heated by means of the air conditioning and heating plant and apparatus serving the Building

(6) Unless prevented by strikes or other unavoidable causes to provide such staff of porters and such portage services in the Building as the Lessor shall consider reasonable **PROVIDED THAT—**

(A) No porter shall be permitted to execute errands on behalf of the Lessee which may involve such porter leaving the Building or which may interfere with the proper discharge of the duties of such porter

(B) Any porter who receives delivers posts or dispatches letters parcels telegrams or other articles which may be sent or delivered to or sent posted or dispatched by the Lessee shall be deemed for such purposes to be the agent or servant of the Lessee only and not to act as agent of or so as to render the Lessor responsible in any way and the Lessor shall not be responsible in any way to the Lessee or anyone else in respect thereof

(7) To pay the rates water rates gas and electricity charges and other outgoings which may be imposed assessed or charged on or payable in respect of the parts of the Building used in common or any outbuildings store rooms boiler rooms plant apparatus and machinery used by the Lessor for the benefit of the Building or the tenants thereof

(8) To insure and keep insured the Building and all parts thereof and the Lessor's fixtures fittings furnishings plant machinery apparatus and chattels therein against loss or damage by fire lightning thunderbolt storm tempest aircraft and articles dropped or falling therefrom earthquake explosion and damage by bursting or overflowing of water tanks apparatus or pipes and such other risks as the Lessor may decide to insure against in such sums as shall be considered by the Lessor's Surveyor to be the full value thereof and to cause all moneys received in respect of any such insurance as aforesaid to be paid out with all convenient speed in rebuilding repairing or otherwise reinstating the said Building or the parts thereof or fixtures fittings furnishings plant machinery apparatus or other chattels therein so destroyed or damaged but without prejudice to the Lessee's liability to pay or contribute towards the cost of such rebuilding repairing or reinstatement in the event of the insurance money being wholly or partially irrecoverable by reason of any act or default of the Lessee or any visitor guest servant or agent of the Lessee or any member of the Lessee's family

(9) That in the event of the said Flat being destroyed or so damaged by any insurable risk as hereinbefore mentioned as to be rendered partially or wholly unfit for occupation and use and provided that the insurance effected by the Lessor shall not have been vitiated or payment of the insurance money refused in whole or in part in consequence of some act or default on the part of the Lessee or any visitor guest servant or agent of the Lessee or any member of the Lessee's family then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injury sustained shall forthwith cease to be payable until the said Flat shall have 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 or the period during which such cesser or abatement of rent should be allowed the matter shall be referred to the Lessor's Surveyor as a single arbitrator in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.

**6. PROVIDED ALWAYS AND IT IS HEREBY DECLARED as follows—**

(1) That the Lessor shall not be responsible to the Lessee or any other person for any accident loss or damage which may at any time during the said term be occasioned to or suffered by the Lessee or any other person or to the said Flat or to any goods or property of the Lessee or any other person by reason of any act neglect default or misfeasance of any servant employee agent or tenant of the Lessor or any



other person or by reason of any breakdown failure bursting stoppage leakage breakage defect or damage of any pipes wires appliances apparatus or machinery in or in connection with or used for the purposes of the Building.

(2) If the rent hereby reserved or any part thereof shall remain unpaid for fifteen days after becoming payable (whether formally demanded or not) or if any of the covenants on the Lessee's part hereinbefore contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the said Flat or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any breach of the Lessee's covenants hereinbefore contained

(3) If any employee of the Lessor shall at any time perform special or additional duties for the Lessee or any member of his family or any guest of the Tenant such employee shall during the period of performing such special or additional duties be deemed to be the servant of the Lessee and not of the Lessor

(4) The front entrance doors to the Building shall be kept locked between midnight and seven o'clock in the forenoon during which time the said doors shall be opened by means of the call bell system or by the night porter

(5) Any notice under this Lease shall be in writing and any notices to the Lessee shall be sufficiently served if left addressed to him at the said Flat or sent to him there by Recorded Delivery or Registered Post or left at or sent to his last known address in Great Britain or Ireland and any notice to the Lessor shall be sufficiently served if sent to it or its Managing Agent by Recorded Delivery or Registered Post. A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent

(6) In these presents wherever the context admits (i) words importing the masculine gender shall include the feminine gender (ii) words importing the singular number shall include the plural number and vice versa (iii) where two or more persons are included in the expression "the Lessee" the covenants expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally and such persons shall be deemed to hold the property hereby demised as joint tenants in law and in equity.

IN WITNESS whereof the Lessor has caused its Common Seal to be hereunto affixed and the Lessee has hereunto set his hand and seal the day and year first before written.

## THE SCHEDULE.

### (PART I)

#### PROVISIONS AS TO PAYMENT OF SERVICE CHARGE.

(1) The Service Charge hereinbefore covenanted to be paid by the Lessee shall be an annual sum equal to a rateable proportion (being the proportion which the rateable value of the said Flat bears to the aggregate of the rateable values of all the flats and commercial hereditaments comprised in the Building) of the annual Service Cost which is hereby defined as the aggregate of the sums actually expended or liabilities incurred by the Lessor in each year of the said term in connection with the management and maintenance of the Building and provision of services in respect thereof and in particular without limiting the generality of the foregoing shall include the following matters:—

(A) The cost of and incidental to the observance and performance of the covenants on the part of the Lessor hereinbefore contained in sub-clauses (2) to (8) (inclusive) of Clause 5 hereof including the cost of providing and maintaining accommodation in the Building for a porter or porters and of uniforms and boiler suits

(B) The costs of and incidental to compliance by the Lessor with every notice regulation or order of any competent local or other authority



(C) All fees charges expenses and commissions payable to any Solicitor Accountant Surveyor Valuer Agent or Architect whom the Lessor may from time to time employ in connection with the management and/or maintenance of the Building including the cost of causing to be prepared statements of the annual service cost

(D) The cost of insurance for two years loss of rent and Architects' fees in respect of damage caused to the Building by reason of any of the insured risks mentioned in Clause 5 (8) hereof and the cost of such insurance in respect of third party risks and such plant machinery and lift insurance and such other insurance (including liability to employees of the Lessor) as the Lessor shall consider advisable

(E) The fees charges and expenses payable to any qualified persons whom the Lessor may at any time employ to inspect repair and keep in proper order and whenever necessary renew the hot water lighting heating ventilating and air conditioning installations and the internal telephone and call bell systems and the radio and television aerial systems and passenger and service lifts in the Building including the Lessor's costs from time to time incurred in entering into a contract or contracts with any such persons

(F) Such sum or sums from time to time as the Lessor's Managing Agents shall consider desirable to be retained by the Lessor by way of a Reserve Fund as a reasonable provision for the prospective costs expenses outgoings and other matters mentioned or referred to in this Schedule or any of them PROVIDED THAT the amount standing to the credit of such Reserve Fund and being not then appropriated to meet liabilities actually incurred shall be brought into account by way of deduction in calculating the amount of the Service Charge at the end of each successive fifth year computed from the Twenty-fifth day of March One thousand nine hundred and sixty-six.

(2) The Lessee shall pay to the Lessor quarterly in advance on each quarter day commencing on the quarter day immediately following the grant of this Lease such a sum on account of the said Service Charge as the Lessor's Managing Agent shall certify as being a reasonable interim sum to be paid on account thereof in respect of such quarter and as soon as practicable after the Twenty-fifth day of March in every year of the said term the amount of the annual Service Cost and the said Service Charge for each such year shall be ascertained and certified by the Lessor's Managing Agent whose certificate shall be conclusive and binding on the Lessor and the Lessee and the Lessor or its said Managing Agent shall as soon as practicable after the issue of such certificate serve the Lessee with a copy thereof and any balance of the said Service Charge remaining payable by the Lessee after giving credit for the said interim quarterly payments shall be paid by the Lessee or any proper balance found to be repayable to the Lessee shall be so repaid to him on the Twenty-fourth day of June next following the year ending on the Twenty-fifth day of March in respect of which such certificate shall have been given or within fourteen days after a copy of such certificate shall have been served on the Lessee whichever is the later.

(3) The Lessee shall on request be supplied with details and figures relating to all the component items comprised in the annual Service Cost and particulars of the rateable values of all hereditaments comprised in the Building.

## (PART II)

### PROVISIONS FOR REVIEWING THE RENT

(1) An agreement between the Lessor and the Lessee as to the rent to operate for each relevant period of thirty-three years or part thereof (hereinafter called "the new rent") shall be in writing signed by both parties

(2) If such agreement has not been made Six months before the commencement of the relevant period of thirty-three years the Lessor may require an independent surveyor (hereinafter



called "the Surveyor") to be appointed to determine the new rent. The Surveyor may be nominated by agreement between the Lessor and the Lessee or appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Lessor

(3) If the said President shall for any reason not be available or be unable to make such appointment at the time of application therefor the appointment may be made by the Vice-President or next senior officer of the said Institution then available and able to make such appointment or if no such officer of the said Institution shall be so available and able by such officer of such professional body of surveyors as the Lessor shall designate and any reference hereafter to the said President shall be deemed to include a reference to such Vice-President or other officer

(4) Notice in writing of his appointment by the said President shall be given by the Surveyor to the Lessor and the Lessee inviting each to submit within a specified period (which shall not exceed four weeks) a valuation accompanied if desired by a statement of reasons

(5) The Surveyor shall act as an expert and not as an arbitrator He shall consider any valuation and reasons submitted to him within the said period but shall not be in any way limited or fettered thereby and shall determine the new rent in accordance with his own judgment.

(6) The Surveyor shall give notice in writing of his decision to the Lessor and the Lessee within Two months of his appointment or within such extended period as the Lessor may agree.

(7) If the Surveyor comes to the conclusion that Ten per centum (10%) of the current market rental value of the said Flat is less than the rent operative for the period preceding the relevant period of thirty-three years (hereinafter called "the current rent") the new rent shall nevertheless be the same as the current rent and the decision of the Surveyor shall so state.

(8) For the purposes of this part of the Schedule the expression "current market rental value" means the annual Rack rent at which the Flat if vacant at the relevant rent review date could be let at that time by a willing Landlord to a willing Tenant for a term not exceeding the then residue of the term hereby granted with rent reviews at the end of each period of thirty-three years but otherwise on the same terms and conditions as in this Lease and on the basis that the Flat has been at all times maintained in accordance with the covenants and conditions imposed by this Lease but without any increase as a result of any improvements carried out to the Flat by the Lessee otherwise than in pursuance of an obligation to the Lessor.

(9) If the Surveyor shall fail to determine the new rent and give notice thereof within the time and in the manner hereinafter provided or if he shall relinquish his appointment or die or if it shall become apparent that for any reason he will be unable to complete his duties hereunder the Lessor may apply to the said President for a substitute to be appointed in his place which procedure may be repeated as many times as necessary.

(10) The decision of the Surveyor shall be final on all matters hereby referred to him.

(11) Rent shall not be due at the rate of the new rent until after the Lessee has been given such notice thereof as is hereby provided and in the event of the relevant period of thirty-three years starting before such notice has been given to him rent shall continue to be due at the rate of the current rent on each day appointed by this agreement for payment of rent until the said notice is given to him On the first day after the notice is given to him which is a day appointed by this agreement for payment of rent there shall fall due for payment the appropriate instalment at the new rate together with by way of additional rent a sum equal to the difference between the new rent and the rent actually paid for any part of the relevant period of thirty-three years in respect of which a rent less than the new rent has been paid.

(12) The fees of the Surveyor shall be shared equally between the Lessor and the Lessee.

(13) As respects all periods of time referred to in this part of the Schedule time shall be deemed to be of the essence of the Contract.