



Summary of Lease Between Purchaser and Doncaster Metropolitan Borough Council

The purpose of this document is to provide for information, a summary of the lease. This document does not replace the legally binding contract between a Lessee and Doncaster Metropolitan Borough Council. It is therefore recommended that independent legal advice be sought prior to entering into such an agreement.

Lease

The lease is a legally binding contract between Doncaster Metropolitan Borough Council and the purchaser (Lessee), and sets out the responsibilities of both parties.

Period of Lease

The lease runs for the term of 125 years, commencing from the date of purchase. The lease agreement sets out the date of purchase and the date of expiry.

Details of Property Bought

The Lease specifies the contractual terms and conditions of purchase, of both the Council and the Lessee. It confirms the date of purchase, the cost of the property, the Right to Buy discount and the actual term the lease runs for. It also sets out details of the annual ground rent, common services and maintenance fees, stipulating the Lessee and Council's obligations and restrictions in relation to the flat and building as a whole.

Ground Rent

The leaseholder is obliged to pay a Ground Rent of £10 per annum.

Insurance

Buildings insurance is provided by the Council. The cost of insurance is included in the Service Charge and provides cover against damage to the building by fire, storm floods and such other risks that the Council consider appropriate. It does not insure contents.

Common Services

A proportion of the Service Charge is utilised for the provision and maintenance costs of common services to the building, which the Lessee shares with all other owners and occupiers of the building. The total combined costs for these services are divided between all the flats within the building, with the exception of communal television aerials and door entry systems where costs are divided only between those properties served.

Management Fee

The management fee for all services is 10% of the total service charge, or £25, per annum, whichever is the greater. If district heating is supplied to the building, a separate agreement with costs is provided.

Repairs and Maintenance

St. Leger Homes on behalf of the Council are responsible for the repair and maintenance of the structure, exterior and shared parts of your block of flats. These could include:

- Exterior walls
- Roof
- Foundations
- Timbers and joists
- Beams
- Chimney stacks
- Rainwater and soil pipes
- Sewers and drains
- Gas, water and electricity pipes up to the flat
- District heating
- Communal hot water systems
- Lifts
- External decoration
- Internal common way decorations
- Public way windows and doors
- Communal gardens, paths, walls and fences
- Communal grounds and parking areas

A leaseholder may be expected to pay a contribution towards any repairs and maintenance items of their block.

Improvement Works

The Lessee must reimburse the Council for the costs of carrying out repairs/improvements, which are considered by the Council to be of benefit to the building as a whole.

Lessee's Obligations:

- To repay a percentage of the sale price to the Council if the property is sold within the first 5 years.
- To keep interior of premises in good and tenable repair/condition (including decorative repair)
- To reimburse the Council for costs of carrying out repairs/improvements as appropriate.
- Not to make any structural alterations or structural additions, or remove any landlord's fixtures without previous consent in writing to the Council
- To pay all expenses (including solicitor's costs and surveyor's fees) incurred by the Council if it is necessary for the Council to serve a Section 146 Notice to make the Lessee comply with any covenants/obligations under the Lease.
- To produce a verified copy of transfer/assignment of the Lease or mortgage or legal charge together with a fee of £10 for each document (within 1 calendar month after the document/instrument shall take effect).
- To supply the Council with copies of any official Notices received relating to the property.
- Not to do anything that will render the Council's buildings insurance void.

- To permit the Council and its contractors to inspect, repair, maintain, support, rebuild, replace, clean, light and keep in order and good condition:

Roofs
 Foundations
 Damp courses
 Sewers
 Drains
 Pipes
 Cables
 Watercourses
 Gutters
 Wires
 Party or other structures or other conveniences and equipment belonging to or servicing or use for the building or any appurtenance

Also, includes laying down/maintaining/repairing and testing:-

Drainage
 Gas
 Water (and district heating)
 Pipes
 Electric wires and cables and similar

Where possible, 48 hours notice will be given in writing.

FIRST SCHEDULE (restrictions imposed in respect of the sold property)

- Not to carry out trade or business, nor to use the same or permit the same to be used for any purpose whatsoever other than as a private dwelling house/private garage
- Not to sell wines/spirits/intoxicating liquors
- No nuisance/annoyance or inconvenience caused to DMBC or to the owner or occupiers of the adjoining or neighbouring flats
- Not to throw any unreasonable dirt/rubbish/rags or other refuse or permit the same to be thrown into the sinks/baths/lavatories/cisterns or waste or soil pipes.
- Not to play any musical instrument/television/radio/loud speaker or mechanical or other noise making instrument or device of any kind to cause annoyance to the owners/lessees and occupiers of the Flats/Building or so as to be audible outside the flat between the hours of 11pm and 7am, and no use of electrical equipment/appliances at any time that may cause excessive noise
- Not to place any notice/sign board/placard or advertisement of any description on or in any window on the exterior of the premises or otherwise so as to be visible from the outside
- No linen/clothes/rugs/mats/carpets or other articles shall be hung/shaken or exposed for drying or any other purpose outside the flat
- No flower box/pot or other like object placed outside the flat except where provision had been made prior to commencement of this demise
- Not to hold or permit cause to a sale by auction on the premise

- Not to keep livestock on the premises (other than domestic dog/cat/cage bird owned by the Lessee, and not even these if they may cause annoyance to any owner/lessee/occupier of any flat in the building)
- Not to decorate the exterior of the demised premises
- Not to erect any external wireless or television aerial
- If the property is sold within the first ten years, to allow the Council first refusal to repurchase the property at market value (less any percentage repayable if within the first five years)

SECOND SCHEDULE (rights and privileges of Lessee)

- To pass and repass over and along the forecourt of the Building and through/along through main entrances/passages/landings/lifts/staircases in the building leading to the flat
- Lessee and all persons authorised by him, with or without motorcars and other vehicles at all times and for all purposes in connection with the permitted user of the flat, and pass and repass over and along the private roads leading or adjacent to the Building and the Garage
- Lessee and all persons authorised by him to use the said forecourt/ gardens/grass verges/amenity areas for the purpose of enjoyment and recreation but not to cause offence/nuisance to other owners/lessees/ occupiers
- Use of recess chute provided for keeping a dustbin
- Subjacent and lateral support and to shelter and protect from other parts of the Building/site/roof
- Free and uninterrupted passage and running of water/soil/smoke/ fumes/gas or the piped fuel and electricity from and to the demised premises through the drains/pipes/sewers/cables/wires in/under passing through the Building
- The right for the Lessees with workmen and others upon giving 48 hours previous notice in writing (or in the case of emergency without notice) to enter the premise for the purpose of repairing and maintaining and carrying out permitted alterations/building works to the Flat or any part of the building giving subjacent or lateral support/shelter/protection to the Flat causing as little disturbance as possible
- Benefit of restrictions contained in the Leases of the other flats in the Building granted or to be granted
- Right to connect any radio/television apparatus (subject to the Lessee contributing and paying a proper share of the cost of erection/ maintenance) in the Flat with any aerials for the time being provided by Doncaster Metropolitan Borough Council

The Council's Obligations

To maintain and keep in good/substantial repair/maintain/support/rebuild/replace/clean/light and keep in order and good condition:

The main structure and exterior of the flat, the garage and the building including the foundations and the roof
Damp courses
Sewers
Drains
Pipes
Cables
Roof
Foundations
Watercourses
Gutters
Wires
Party or other structures or other conveniences and equipment belonging to or servicing or use for the building or any appurtenance

Also, includes laying down/maintaining/repairing and testing:

Drainage
Gas
Water (and district heating)
Pipes
Electric wires and cables and similar

Where possible, 48 hours notice will be given in writing.

A leaseholder may be expected to pay a contribution towards any repairs and maintenance items of their block:

- All gas, water (and district heating) pipes and electric cables and wires within the common areas of the building
- The main entrances, passages, landings, staircases, common area's and forecourt of the building and the paths and roads leading to, and the garage used by the Lessee
- Maintain boundary walls and fences to the building
- Keep gardens, grass verges and amenity areas in good order
- Keep clean (so far as practicable) and reasonably lighted the passages, landings, staircases and other parts of the building
- Decorate the exterior of the building (as reasonably required)
- To insure and keep insured the building against loss and damage by fire/tempest/flood and such other risks as the Council think fit

If any payments due to the Council under the Lease are overdue by 21 days or if the Lessee is in breach of any of their obligations or restrictions in the Lease, the Council may issue proceedings to recover rent or make the Lessee comply with their obligations which may include bringing the Lease to an end.

Right To Buy Discount

The Leaseholder does not need St. Leger Homes' permission to sell their flat, although St. Leger Homes must be told of any change of ownership within one month. If the Leaseholder bought their flat after 18 January 2005 and you wish to sell the property within 10 years, they must first give the Council the option to repurchase at market value. The Council has the first right of refusal on a sale within 10 years.

If the Leaseholder bought their flat from the Council, applying under the 'Right to Buy' scheme before 18 January 2005, and sell within the first year of purchase, the whole of the discount will have to be repaid. Two-thirds must be repaid if they sell in the second year, and one-third in the third year. After 3 years, they can sell without repaying any discount. The discount is the sum actually received when the Leaseholder purchased the property.

If the Leaseholder bought their flat from the Council, applying under the 'Right to Buy' scheme after 18 January 2005, and sell within the first year of purchase, the whole discount will have to be repaid. Four-fifths must be repaid if they sell in the second year, three-fifths in the third year, two-fifths in the fourth year and one-fifth in the fifth year. After 5 years, they can sell without repaying any discount. In addition, the amount of discount to be repaid if the Leaseholder sells within 5 years of purchase will be a percentage of the resale value of the property, disregarding the value of any improvements.