

# The Arena Apartments, Nottingham

Arena Residents Association Limited

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## The Arena Lease Regulations

1. Not to use or occupy or permit the Premises to be used or occupied except as a private residence and (in the case of Premises having an appurtenant Parking Space in the garage forming part of the Premises) to use the Parking Space solely for parking private motor vehicles.
2.
  - 2.1 Not at any time to use or permit the use of the Premises or any other part of the Estate for business purposes.
  - 2.2 For the purposes of this Regulation business purposes includes
    - (i) use of the Premises for paid-for occupancy for a period less than three months
    - (ii) occupancy of the Premises by two or more persons (the students) aged below 23 years enrolled on a course at a university or other higher or further education establishment unless the students are postgraduate students or are members of one family living with a parent or guardian at the Premises.
  - 2.3 The Landlord may give consent to use of Premises for business purposes in a particular case provided such consent is in writing and specifies any terms to be complied with such as the identity of the occupiers and the length and type of underletting consented to.
3. Not to do or permit or suffer in or upon the Premises or any part thereof or elsewhere on the Estate any sale by auction or any illegal or immoral act or any act or thing, which may be or become a nuisance or annoyance or cause damage to the Landlord or the Owners or the occupiers of any part of the Building or of any adjoining or neighbouring premises.
4. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Estate or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Premises and to repay to the Landlord all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this regulation and if the Estate or any part thereof is destroyed or damaged and the insurance money under any policy or policies of insurance is wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant then and in every such case the Tenant will immediately pay the Landlord the whole or (as appropriate) a fair proportion of the cost of completely rebuilding and reinstating the Estate including professional fees and all incidental costs and expenses and interest all such payments to be recoverable as rent in arrears.
5. Not to throw or permit to be thrown any dirt, rubbish rags or other refuse into the sinks, baths lavatories, cisterns or waste or soil pipes in the Premises.
6. Not to play or use or permit the playing or use of any musical instrument, television, radio, loudspeaker or mechanical or other noise making instrument of any kind nor to practice or permit the practicing of any singing in the Premises or elsewhere on the Estate at any time so as to cause any nuisance or annoyance to any of the other Owners' tenants or occupiers of the Building and for the purposes hereof the decision of the Landlord (or of a Surveyor appointed by the Landlord for the purposes of this paragraph) as to what constitutes a nuisance or annoyance shall be final and binding on the parties.
7. Not at any time to put on or in any window or on the exterior of the Premises so as to be visible from outside any name writing drawing signboard placard or advertisement of any kind whatever or any unsightly object or anything which in the opinion of the Landlord is offensive.
8.
  - 8.1 Not to hang or expose in or upon any part of the Premises or any balcony patio or terrace or light well so as to be visible from the outside, any clothes or washing.
  - 8.2 Not to place upon any balcony, patio or terrace adjoining or being part of the Premises any carpet, artificial grass, dustbin or any similar object save (a) suitable external furniture or (b) flowerpots or tubs provided each such is standing on a tray to prevent water overflowing onto any neighbouring area below.

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- 8.3 Not to attach any object to the railings of a balcony, patio or terrace.
- 8.4 Not to shake any mats, brooms or other articles inside any part of the Building (other than the Premises) or out of the windows of the Premises or of the Building.
9. Not to keep any bird reptile dog or other animal in the Premises without the previous consent in writing of the Landlord (such consent to be granted or withheld at the reasonable discretion of the Landlord) and such consent to be revocable by notice in writing at any time on complaint of any nuisance or annoyance being caused to any other owner tenant or occupied in the Building and not to permit any dog or other animal of the Tenant or under the Tenant's control to foul any of the roads footpaths or other parts of the Estate.
10. Not to carry out upon any part of the Estate any repairs to any motor vehicle (except in the case of any emergency).
11. Not to use on the Premises any electrical device without an effective suppresser fitted thereto.
12. Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads parking spaces or passageways adjacent to the Building or forming part of the Estate any motor car, motor cycle, bicycle, perambulator or other vehicle belonging to or used by the tenant or occupier of the Premises or by any of his or their friends servants or invitees and to observe all regulations made by the Landlord from time to time relating to the parking of such vehicles.
13. Not to park or accommodate any commercial vehicle caravan trailer or motorboat on any parking space or any other part of the Estate.
14. Not to permit or suffer invitees friends servants or employees of the Tenant or their children to play upon any staircases landings or passageways in or about the Building.
15. To cover and keep covered the floor of the Premises with carpet or other suitable sound deadening material.
16. At all times when not in use to keep shut the entrance door to the Premises and the Building and between the hours of 11.00 p.m. and 8.00 a.m. not to make any avoidable noise in any part of the Building.
17. To keep any vehicles parked on the Estate over which the Tenant has control or authority taxed and in roadworthy condition.
18. Not to use or permit the user of the hall staircase and passages in and about the Building or of any other of the Common Parts otherwise than in accordance with the proper exercise of the Included Rights and to remove forthwith upon being so required by the Landlord any object of or obstruction by the Tenant or his licensee in the Common Parts and to pay to the Landlord on demand the cost incurred by them in removing and if appropriate storing the same which removal and storage is expressly hereby authorised and which shall be entirely at the Tenant's risk.
19. At least once in every month of the said term to cause to be properly cleaned all internal and external surfaces of the windows of the Premises and at all times to keep such windows properly curtained in a style appropriate to a private residence.
- 20.
- 20.1 Each morning to empty any rubbish of the previous day suitably wrapped into the refuse receptacles or other means of refuse disposal (if any) provided by the Landlord in the Bin Store.
- 20.2 No hot item or item which could cause combustion shall be disposed of in a refuse bin or a Bin Store.
21. Not at any time to interfere with the external painted or treated surfaces of the Premises (including any railings or fencing of any balcony patio or terrace) or of any other part of the Building.

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22. To pay the cost of making good any damage at any time done by the Tenant or any person claiming through the Tenant or his or their servants agents licensees or visitors to any part of the Estate or to the passages landings stairs or entrance halls thereof or to the person or property of the tenant or occupier of any other Property in the Building by:
  - (i) the carrying in or removal of furniture or other goods to or from the Premises or otherwise howsoever or
  - (ii) a failure to take reasonable care in the occupancy of the Premises or the use of any of the common parts of the Estate generally or
  - (iii) a failure to comply with these regulations.
23. To submit any dispute difference or complaint that may arise between the Tenant and the tenant or occupier of any other dwelling in the Building in respect of the use or occupation of the Premises or any other part of the Building to the Landlord before taking any further or other steps or proceedings in relation thereto.
24. Without prejudice to the generality of the foregoing to observe and perform all regulations made relating to the Common Parts.
25. At all times to observe and perform all such variations or modifications of the foregoing regulations and all such further or other regulations as the Landlord may from time to time in their reasonable discretion think fit to make for the management care and cleanliness of the Estate and the comfort safety and convenience of all the occupiers thereof.
26. Not to display or permit the display on either the Estate or any adjoining land of any board for the sale of letting of the Premises.
27. Not to erect any television radio or other aerials satellite dishes or other means of receiving telecommunications upon the Premises whatsoever.
28. Forthwith after losing any security tags pass keys swipe cards or means of gaining access to any part of the Estate to report such loss to the Landlord or its Managing Agent.
- 29.
- 29.1 Any vehicle parked in a parking space appurtenant to an apartment shall display a parking permit issued by the Landlord and relating to that parking space.
- 29.2 The Landlord shall make no charge for issuing two permits per space (four permits per double space) if permits have not previously been issued in respect of the relevant parking space nor shall the Landlord make a charge for a similar issue of permits following any decision by the Landlord to issue permits in a new format or to replace time-limited permits.
- 29.3 Additional permits shall be provided by the Landlord upon request at a charge of £5.00 per permit.
- 29.4 Any vehicle parked in a parking space not displaying a valid permit relating to that space shall be deemed not authorised to be parked and shall be treated in like manner as any unauthorised vehicle found parked on the Estate.
- 30.
- 30.1 No candle shall remain lit in an apartment when the apartment is unoccupied or unattended.
- 30.2 No candle shall be used on a balcony nor (save as permitted by 30.1) shall any form of flame or fire be used in an apartment or on a balcony or elsewhere on the Estate.
- 30.3 No barbecue of any type or however powered shall be used anywhere on the Estate
31. The Tenant shall keep the Landlord informed of his current postal address for the purpose of receiving communications from the Landlord or its agents. Any communication sent to the Tenant by post to his last known address shall be deemed received by the Tenant three working days after posting.

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32. A copy of these Regulations is to be provided by the Tenant to any sub-tenant before such sub-tenant takes up occupancy of the Premises. Before either the Tenant or his sub-tenant takes up occupancy of the Premises the Tenant is to provide to the Secretary of the Landlord a letter signed by the Tenant or the sub-tenant as the case may be confirming that he has read and is aware of these Regulations.