

# Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

**It is important that you read the notes below carefully before you complete this form.**

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

**A fee is payable for this application (see section 13 for Help with Fees).**

Applications should be sent as a Microsoft Word document by **email** to the relevant regional tribunal address shown in the Annex to this form. You must also send by email **the documents listed in section 13 of this form**. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form.**

**If you want to be sent online banking payment details by email, please tick this box**

Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

**Please do not send any other documents.** When further evidence is needed, you will be asked to send it in separately.

**If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.**

If you are completing this form by hand please use BLOCK CAPITAL LETTERS.

**1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)**

Name:

Capacity:

Address (including postcode):

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name:

Reference no. (if any)

Address (including postcode):

Telephone:

Day:  Mobile:

Email address:  Fax:

**2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)**

The application is in respect of all long leasehold properties where the City of London Corporation is the Landlord and lessees are affected by the nature of the application and the supply of temporary worker services under the QLTA in question. That is 2,953 leaseholders as follows:

Long leasehold properties on the Barbican Estate: 2,014

Long leasehold properties on the HRA (Housing Revenue Account) Estates: 939

**3. DETAILS OF RESPONDENT (S) the person against whom an applicant seeks determination from the tribunal – this will only be the landlord's managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.**

Name:

Capacity

Address (including postcode):

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

**Note:** If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

**4. BRIEF DESCRIPTION OF BUILDING (e.g. 2 bedroom flat in purpose built block of 12 flats)**

22 residential blocks located at the Barbican Estate, London EC2, which are comprised of residential flats in purpose built blocks.

57 residential blocks forming part of the City of London's HRA Estates, which are comprised of residential flats in purpose built blocks.

For a list of the relevant blocks on the Barbican Estate and HRA Estates see the "Schedule - Barbican Estate" and "Schedule - HRA Estates" attached to the Grounds to this application.

## 5. DETAILS OF LANDLORD (if not already given)

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

## 6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)

Name of Secretary

Address (including postcode):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

## 7. DISPENSATION SOUGHT

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works?  Yes  No

If Yes, have the works started/been carried out?  Yes  No

Does the application concern a qualifying long-term agreement?  Yes  No

If Yes, has the agreement already been entered into?  Yes  No

For each set of qualifying works and/or qualifying long-term agreements please complete one of the sheets of paper entitled '**GROUND'S FOR SEEKING DISPENSATION**'

## 8. OTHER APPLICATIONS

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?  Yes  No

If Yes, please give details

A previous application concerning the same QLTA and the Barbican Estate was made on 30 May 2023 and subsequently withdrawn on 25 October 2023 (Case Reference LON/00AA/LDC/2023/0183).

An individual leaseholder has challenged service charges on the Barbican Estate, which also concerned this QLTA (Case Reference LON/00AA/LSC/2024/0018). This was determined on 1 August 2024, and the leaseholder has sought permission to appeal.

A separate application for retrospective dispensation in respect of a subsequent QLTA is being made alongside this application.

## 9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.  Yes  No

**Note:** Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £220 will become payable by you when you receive notice of the hearing date.

## 10. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.  Fast Track  Standard Track

Is there any special reason for urgency in this case?  Yes  No

If Yes, please explain how urgent it is and why:

### Note

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

## 11. AVAILABILITY

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

Based on a hearing estimate of 2-3 days:

April 2025: 1-30 (inclusive)

May 2025: 1-30 (inclusive)

June 2025: 2-30 (inclusive)

July 2025: 1-25 (inclusive)

## 12. VENUE REQUIREMENTS

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

None known

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

## 13. CHECKLIST

**Please check that you have completed this form fully. The Tribunal will not process your application until this has been done. Please ensure that the following are enclosed with your application and tick the appropriate box to confirm:**

A copy of the lease(s).

A statement that service charge payers have been named as respondents or a list of names and addressess of service charge payers

### EITHER

A crossed cheque or postal order made out to HM Courts and Tribunal Service for the application fee of £110 (if applicable) is enclosed. **Please write your name and address on the back of the cheque or postal order. Please also send a paper copy of your application with your cheque or postal order, regardless of whether you have already emailed the application.**

### OR

You have ticked the box at the top of this form to say you want the relevant regional tribunal office to send you details on how to pay the application fee of £110 by on-line banking. **The unique payment reference the tribunal office supplies MUST be used when making your on-line banking payment.**

**DO NOT send cash under any circumstances. Cash payment will not be accepted.**

**Please note where there is to be a hearing, a fee of £220 will become payable by you when you receive notice of the hearing date.**

### Help with Fees

If you think you may be entitled to a reduced fee, the guide EX160A 'Apply for help with court, tribunal and

probate fees' outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at [www.gov.uk/help-with-court-fees](http://www.gov.uk/help-with-court-fees) or by completing the form EX160 'Apply for help with fees'. You can get a copy of the 'Apply for help with fees' form online at [www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees](http://www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees) or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

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If you have completed form EX160 "Apply for Help with Fees" it must be included with your application.

The 'Apply for help with fees' form will not be copied to other parties

#### 14. STATEMENT OF TRUTH

**The statement of truth must be signed and dated.**

**I believe that the facts stated in this application are true.**

**Signed:** Andrew William Cusack **Dated:** 27 March 2025

#### GROUND FOR SEEKING DISPENSATION

**Please use the space below to provide information mentioned in section 7 of this form.**

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

Please see the attached Grounds

2. Describe the consultation that has been carried out or is proposed to be carried out.

Please see the attached Grounds

3. Explain why you seek dispensation of all or any of the consultation requirements.

Please see the attached Grounds

## ANNEX: Addresses of Tribunal Regional Offices

### NORTHERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, 1<sup>st</sup> Floor, Piccadilly Exchange, Piccadilly  
Plaza, Manchester M1 4AH

**Telephone:** 01612 379491

**Fax:** 01264 785 128

**Email address:** [RPNorthern@justice.gov.uk](mailto:RPNorthern@justice.gov.uk)

**This office covers the following Metropolitan districts:** Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

**It also covers the following unitary authorities:** Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

**It also covers the following Counties:** Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

### MIDLAND REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Centre City Tower, 5-7 Hill Street,  
Birmingham, B5 4UU

**Telephone:** 0121 600 7888

**Fax:** 01264 785 122

**Email address:** [RPMidland@justice.gov.uk](mailto:RPMidland@justice.gov.uk)

**This office covers the following Metropolitan districts:** Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

**It also covers the following unitary authorities:** Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

**It also covers the following Counties:** Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

### EASTERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Cambridge County Court, 197 East Road  
Cambridge, CB1 1BA

**Telephone:** 01223 841 524

**Fax:** 01264 785 129

**Email address:** [RPEastern@justice.gov.uk](mailto:RPEastern@justice.gov.uk)

DX 97650 Cambridge 3

**This office covers the following unitary authorities:** Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

**It also covers the following Counties:** Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

### SOUTHERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Havant Justice Centre, The Court House,  
Elmleigh Road, Havant, Hants, PO9 2AL

**Telephone:** 01243 779 394

**Fax:** 0870 7395 900

**Email address:** [RPSouthern@justice.gov.uk](mailto:RPSouthern@justice.gov.uk)

**This office covers the following unitary authorities:** Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton

and Hove, Portsmouth, Southampton and the Isle of Wight.

**It also covers the following Counties:** Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

### **LONDON REGION**

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, 10 Alfred Place, London WC1E 7LR

**Telephone:** 020 7446 7700

**Fax:** 01264 785 060

**Email address:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

DX 134205 Tottenham Court Road 2

**This office covers all the London boroughs.**

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.

**THE FIRST-TIER TRIBUNAL**  
**PROPERTY CHAMBER**  
**(RESIDENTIAL PROPERTY)**

**IN THE MATTER OF A DISPENSATION APPLICATION UNDER S.20ZA OF THE  
LANDLORD AND TENANT ACT 1985**

**B E T W E E N:**

**THE MAYOR AND COMMONALITY AND CITIZENS OF THE CITY OF LONDON**

*Applicant*

*– and –*

**2,953 LONG LEASEHOLD PROPERTIES WHERE  
THE CITY OF LONDON IS LANDLORD**

*Respondents*

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**GROUNDS FOR SEEKING DISPENSATION**

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**INTRODUCTION**

1. These Grounds are filed as part of, and in support of, the Applicant’s (“**the City**”) application for dispensation pursuant to s.20ZA of the Landlord and Tenant Act 1985 (“**the 1985 Act**”).
2. This particular application is concerned with retrospective dispensation in respect of a QLTA for the provision of temporary workers entered into by the City with Hays Specialist Recruitment Limited (“**Hays**”) on 13 April 2017 for a term of 4 years from 1 July 2017 (and subsequently extended) (“**the Hays Agreement**”).
3. A previous application for retrospective dispensation was made in respect of the Hays Agreement on 30 May 2023, however the City sought permission to withdraw that application so as to allow (1) the parties to engage in informal negotiations to resolve the dispute or narrow the issues in dispute, and (2) additional leaseholders to be brought into a future application under s.20ZA of the 1985 Act in the event that the matter could not be settled. The Tribunal consented to the application being withdrawn on 25 October 2023, and although one party

subsequently sought a Rule 13 costs order against the City, the Tribunal refused to make such an order.

4. Another application between the same parties and involving the same properties is being made alongside this application. That other application is concerned with retrospective dispensation in respect of a QLTA for the provision of temporary workers entered into in February 2025 (“**the Reed Agreement**”).
5. The City as a legal body is uniquely a corporation by prescription which also possesses local authority functions. The body exists irrespective of the City’s designation as a local authority by individual Acts of Parliament through which the statutory powers or functions of such an authority are conferred on it. As a corporation by prescription the City enjoys all the ordinary legal capacity of a natural person except in so far as restricted by statute or custom. As part of its statutory functions the City is a local housing authority under the Housing Act 1985. In this matter the City are acting as a local housing authority.
6. This application concerns 2,953 long leasehold properties as follows:
  - 6.1. 2014 leaseholders on the Barbican Estate. The Barbican Estate contains three Tower Blocks and nineteen Terrace Blocks, each of which are largely made up of residential units in accordance with the attached Schedule.
  - 6.2. 939 leaseholders on the HRA (Housing Revenue Account) Estates. There are twelve HRA Estates comprised of fifty-seven blocks in accordance with the attached Schedule.

## **BACKGROUND**

7. The City provides the following services to the residents on the Barbican Estate:
  - 7.1. Lobby porter services (to the Tower Blocks only);
  - 7.2. Car park attendance/ concierge services (to the Terrace Blocks only);
  - 7.3. Cleaning services (to all Blocks); and

- 7.4. Supervision/ management services (to all Blocks).
8. The City also provides the following services to the residents on the HRA Estates:
- 8.1. Cleaning Services (to all Blocks); and
- 8.2. Gardening and Grounds (to all Blocks); and
- 8.3. Supervision/ management services (to all Blocks).
9. The costs incurred in providing those services are recharged to the residential long leaseholders pursuant to the service charge machinery found in the City’s standard lease. A copy of a sample lease for a flat on the Barbican Estate accompanies this application, which contains the following terms:
- 9.1. At Clause 1(viii) –
- “If during the term hereby granted in consequence of a decision of a Court of Law relating to any other flat house premises or building on the Barbican Estate ... that the Corporation might not be able to demand or recover the whole of its costs and expenses in providing repairs and services to the estate or any part thereof ... the Corporation and the tenant shall agree under seal such terms as are reasonable and give effect insofar as it may be lawful to do so to the general intention of the original parties hereto to replace such provision or part either wholly or in part or to enable the Corporation so to demand or recover the whole of its costs and expenses in providing repairs and services to the estate or any part thereof...”*
- 9.2. At Clause 4(4)(a) –
- “Pay a service charge of an amount in the manner and at the time hereinafter described”*
- 9.3. At Clause 4(4)(b) –
- ““the relevant costs” are the relevant parts of the eligible costs ...*

*“the relevant parts of the eligible costs” are the aggregate of the amounts which are equal to where the eligible costs relate to matters set out in the part of the Fifth Schedule referred to as:-*

*Part I, - 100% of all eligible costs*

*Part II, - 100% of all attributable costs*

*Part III, - 85% of all attributable costs*

*Part IV, - 100% of all attributable costs*

*Part V, - 100% of all eligible costs*

*together in the case of any tower block with one third of the salary emoluments and wages of the lobby porters on the estate and expenses connected therewith*

*“the attributable costs” are 10.82 per cent of the eligible costs*

*“the eligible costs” means costs or estimated costs incurred or to be incurred in any accounting period ... upon or in connection with the matters set out in the Fifth Schedule hereto”*

9.4. At Clause 5(2) –

*“That so far as is practicable the Corporation will maintain the services to the premises set out in Parts I II and III of the Fifth Schedule hereto...”*

9.5. At paragraph 4(a) of Part I of the Fifth Schedule –

*“The redecoration refurnishing recarpeting and cleaning of the internal common parts of the Building ... as often as the Corporation may consider such work to be expedient”*

9.6. At paragraph 5 of Part II of the Fifth Schedule –

*“The maintenance in reasonable working order of the Garchey refuse system installed by the Corporation or the provision and maintenance of any alternative method for the collection of rubbish as the Corporation thinks fit from time to time”*

9.7. At paragraph 8 of Part IV of the Fifth Schedule –

*“The salary emoluments and wages together with any expenses connected therewith of*

*(a) the key porters*

*(b) the storekeepers*

*(c) the resident housekeepers*

*(d) resident engineers ...*

*(e) any other staff which the Corporation shall in its reasonable discretion employ from time to time”*

9.8. At paragraph 9 of Part IV of the Fifth Schedule –

*“The provision of refuse sacks for the collection of dry refuse”*

9.9. At paragraph 10 of Part IV of the Fifth Schedule –

*“All such other matters whatsoever in relation to which the Corporation may reasonably incur or decide to incur any costs liability or outgoings in relation to the estate”*

9.10. At paragraph 11 of Part V of the Fifth Schedule –

*“All such other matters whatsoever in relation to which the Corporation may reasonably incur or decide to incur any costs liability or outgoings in relation to the Building”*

9.11. At paragraph 3 of the Sixth Schedule –

*“The tenant will use any Garchey refuse system installed in the premises at any time for the disposal of any wet or putrescible refuse provided that any refuse that cannot pass*

*through the said system shall be disposed of in accordance with prior arrangement with and as directed by the Manager”*

10. Save that the percentages for various contributions differ, and save that the final part of the definition of “*the relevant parts of the eligible costs*” (see paragraph 9.3 above) is omitted, the leases for properties on the HRA Estates are in materially identical form.
11. Further, those services are usually provided to the leaseholders by full time employees of the City.
12. However, the City, when required, also engages temporary agency workers to provide those services, for example when the City’s employees are on holiday or are on sick leave, or when a particular role/vacancy cannot be filled by an employed member of staff.
13. From 1 July 2017, those agency workers were engaged pursuant to the provisions of the Hays Agreement. The City did not consult its long leaseholders as required by s.20 of the 1985 Act before entering into that QLTA, and hence the need for retrospective dispensation. This is required to ensure that the City is not limited to recovering £100 per unit per year, and if such a limitation did apply there would be significant financial and operational repercussions for the City.
14. The failure of the City to consult the long leaseholders came about because the City did not appreciate that the Hays Agreement was a QLTA and therefore did not appreciate that consultation was required. That was primarily because of the complexity of the Hays Agreement (which covers not just the Barbican and HRA Estates but also the rest of the City’s departments including, for example, the Guildhall School of Music & Drama), the overall costs involved, and the complexity in reconciling those costs and the sums payable by each leaseholder for the services provided under the Hays Agreement. It was not, therefore, immediately apparent that the £100 cost threshold for each unit had been crossed; this was an innocent mistake.
15. In any event, the Hays Agreement is coming to an end on 30 June 2025 as the City has not decided to renew it for a further period. However, the need for temporary agency workers remains. To that end, the City has now entered into from February 2025 a new QLTA for the

engagement of those workers from July 2025 onwards (the Reed Agreement) and has made the separate application for retrospective dispensation in relation to the Reed Agreement.

## **THE RESPONDENTS**

16. The Respondents are each of the City's long leaseholders on the Barbican Estate and the HRA Estates. There are various recognised tenants' associations, details of which (in accordance with Section 6 of the application form) are as follows:

### *Barbican Estate*

#### 16.1. The Barbican Association

Roy Sully (Secretary)

Address: 253 Shakespeare Tower, London EC2Y 8DR

Telephone: [REDACTED]

Email: [REDACTED]

#### 16.2. Lauderdale Tower

Alberto Garciga (Secretary)

Address: Flat 151 Lauderdale Tower, Barbican, London EC2Y 8BY

Telephone: [REDACTED]

Email: [REDACTED]

#### 16.3. Shakespeare Tower

Dr Alexander Wilson

Address: 52 Shakespeare Tower, Barbican, London EC2Y 8DR

Telephone: [REDACTED]

Email: [REDACTED]

#### 16.4. Andrewes House

Lionel Meyringer (Secretary)

Address: 48 Andrewes House, London EC2Y 8AX

Email: [REDACTED]

16.5. Ben Jonson House

Wendy Spurry (Secretary)

Address: 344 Ben Jonson House, Barbican, London EC2Y 8NQ

Telephone: [REDACTED]

Email address: [REDACTED]

16.6. Breton House

Fred Rodgers (Chair)

Address: 100 Breton House, Barbican, London EC2Y 8PQ

Tel: [REDACTED]

Mob: [REDACTED]

Email: [REDACTED]

16.7. Bunyon Court

Derek Penney (Chair)

Telephone: [REDACTED]

Email: [REDACTED]

16.8. Defoe House

Helen Clifford (Secretary)

Address: 15 Defoe House, Barbican, London EC2Y 8DN

Telephone: [REDACTED]

Email address: [REDACTED]

16.9. John Trundle Court

Helen Hudson (Secretary)

Email: [REDACTED]

#### 16.10.Lambert Jones Mews

Dr Richard Collins

Address: 4 Lambert Jones Mews, Barbican, London EC2Y 8DP

Telephone: [REDACTED]

Email: [REDACTED]

#### 16.11.Seddon House

Jane Smith (Chair)

Address: 307 Seddon House, Barbican, London EC2Y 8BX

Telephone: [REDACTED]

Email: [REDACTED]

#### 16.12.Speed House

Frits van Kempen (Secretary)

Address: 26 Speed House, Silk Street, Barbican, London EC2Y 8AT

Telephone: [REDACTED]

Email: [REDACTED]

#### 16.13.Thomas More House

Brenda Szlesinger (Chair)

Email: [REDACTED]

#### 16.14. Wallside

Mary Bonar (Secretary and Chairman)

Address: 6 Wallside, Barbican, London EC2Y 8BH

Telephone: [REDACTED]

Email: [REDACTED]

*Housing Revenue Account (HRA)*

16.15. The Golden Lane Residents' Association

Tim Godsmark (Secretary)

Address: 23 Hatfield House, Golden Lane Estate, London EC1Y 0ST

Telephone: [REDACTED]

Email: [REDACTED]

16.22. The Middlesex Street Residents' Association

Roger Way (Secretary)

Address: 18a Petticoat Tower, Middlesex Street, London E1 7EF

Telephone: [REDACTED]

Email: [REDACTED]

**GROUND'S FOR THE APPLICATION**

Details of the QLTA

17. The key details of the Hays Agreement are set out above. The Hays Agreement operates in the following way:

17.1. If the City's permanent staff cannot cover their colleagues' shifts that are left open by leave/sickness, or if there is a vacant position that cannot be filled by a full-time employee, the City will need to call upon Hays' pool of agency staff. Alternately, if Hays are unable to supply staff, then Hays have the option, but not the obligation, to call upon their supply chain to fill a role.

- 17.2. The City procures temporary workers via the 3SS portal (Hays' website).
  - 17.3. Once the City engages a temporary worker, it will raise the order with a standard period of 3 months, again on the 3SS portal.
  - 17.4. This pool of staff is only paid for the shifts that they cover (i.e. if they don't do any shifts in a particular week, they don't get paid for that week).
  - 17.5. The temporary workers are engaged by Hays (not the City) under the Hays Agreement.
  - 17.6. The City is invoiced for the temporary worker services by Hays and then pays Hays directly.
  - 17.7. No payment is made direct between the City and the temporary workers.
  - 17.8. There is no separate employment contract between the City and any temporary worker.
18. The Hays Agreement was procured as a mini-competition under the Eastern Shires Purchasing Organisation framework agreement, and the following is a summary of the steps taken by the City before it decided to enter into the Hays Agreement:
- 18.1. The City had a Procurement Code in place that governed procurement for the period of 2015-2018.
  - 18.2. On 23 September 2016, the City sent out invitations to tender for the provision of temporary workers, with a submission deadline of 24 October 2016.
  - 18.3. Five companies submitted tenders, each of which were reviewed by the City.
  - 18.4. The City's Finance Committee produced a report evaluating the five tenders, which concluded that Hays was the most economically advantageous tender (both in terms of price and service). It therefore recommended that an agreement was entered into with Hays.

19. Attached to this application is a table showing the charges incurred under the Hays Agreement for the relevant years. This also demonstrates the amounts incurred over and above the £100 threshold for each unit.

The consultation that has been carried out to date

20. The City accepts that it did not consult with the affected leaseholders before entering into the Hays Agreement. However, because of the nature of a framework agreement under which the Hays Agreement was procured, it was never possible to comply with the consultation requirements; such agreements do not fall squarely within any of the Schedules to the Service Charge (Consultation Requirements) (England) Regulations 2003.

21. Notwithstanding the foregoing, the City has taken steps after its first dispensation application was withdrawn (see paragraph 3 above) to explain the position to its leaseholders as it hoped to avoid/ minimise any dispute over the grant of dispensation:

21.1. On 3 May 2024, the City held a without prejudice meeting with affected leaseholders. Given its without prejudice nature, details cannot be given of what was discussed during that meeting. Although leaseholders from the Barbican and HRA Estates were invited to join the call, the City was informed during the call that not all lessees on the HRA Estates had received that invitation.

21.2. A further without prejudice meeting was held with affected leaseholders on 2 July 2024.

Explanation for why dispensation is sought

22. Dispensation is sought for the following reasons:

22.1. It is not possible to comply with the consultation requirements (see paragraph 20 above), such that a failure to comply does not prejudice the affected leaseholders.

22.2. The City considers that the Hays Agreement represented, and represents, the best value for money for the services provided –

- 22.2.1. As set out above, that was the conclusion of the tender exercise carried out prior to the Hays Agreement being entered into. There will always be a need for the provision of temporary workers, and the City required someone to provide those services.
- 22.2.2. The cost of an individual agency worker is generally cheaper than the cost of a full-time employee. As agency workers will be instructed where a full-time employee is not available, the overall cost of agency workers will be reasonable.
- 22.2.3. Hays has a large pool of available agency workers and has experience in providing the same. They also have the necessary technological infrastructure to facilitate and support the City's needs. This ensured that it is possible to fill vacancies at short notice, that the workers had the proper expertise/ training, and that the costs of providing those workers was reasonable.
- 22.2.4. The actual costs of the temporary workers to be engaged under the Hays Agreement beyond the base cost of the workers themselves are set out in the attached Schedule.
- 22.3. Entering into the Hays Agreement was the best way for the City to manage the need for temporary workers. Given the size of the Barbican and HRA Estates, it was not practicable for the City itself to engage individual workers directly whenever there was a vacancy, nor was it cost effective for the City to undertake that role. The City considers that Hays was best placed to ensure that workers are placed efficiently and that the needs of the City and the leaseholders are met.
- 22.4. The City has considered the representations made by the leaseholders in respect of the Hays Agreement (whether made as part of the previous dispensation application or otherwise). The City nevertheless still considers that the Hays Agreement was and is the best option for all those concerned.
- 22.5. In an application brought by an individual leaseholder on the Barbican Estate under s.27A of the 1985 Act, the Tribunal considered that the vast majority of the costs

incurred under the Hays Agreement were reasonable. The only reduction made was to estimated costs for cleaners for the 2023-2024 service charge year.

22.6. Accordingly, not only did the Hays Agreement not prejudice leaseholders but it actively benefited them, and the services provided/ costs incurred were reasonable.

23. Furthermore, and for the reasons given above, dispensation should be granted on an unconditional basis. No prejudice has been suffered by the Respondents, let alone any prejudice that requires the Respondents be compensated in some (unidentified) way.

24. Alternatively, and without prejudice to the foregoing, if any conditions are imposed on the grant of dispensation, then they should be limited to reflect the Tribunal's findings referred to at paragraph 22.5 above.

#### **DETERMINATION OF THE APPLICATION**

25. This application and the application for retrospective dispensation in relation to the Reed Agreement are deeply connected, and the City therefore considers that the two matters should be case managed together.

26. Furthermore, given the history of the matter and the fact that the Tribunal will be dealing with two connected applications, the City considers it appropriate for the applications to be dealt with at a hearing rather than on the papers.

#### **CONCLUSION**

27. In light of the foregoing, the Tribunal is asked to allow the application and grant unconditional dispensation.

EDWARD BLAKENEY

**STATEMENT OF TRUTH**

The Applicant believes that the facts stated in these Grounds are true and I am duly authorised to sign on their behalf. The Applicant understands that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.



Signed:

Name: ANDREW WILLIAM CUSACK

Dated this 27<sup>th</sup> day of March 2025

SCHEDULE - BARBICAN ESTATE

Estate	Block	Leasehold Flats
Barbican	Andrewes House	190
	Ben Jonson House	198
	Brandon Mews	24
	Breton House	110
	Bryer Court	55
	Bunyan Court	68
	Cromwell Tower	103
	Defoe House	175
	Frobisher Crescent	69
	Gilbert House	87
	John Trundle Court	133
	Lambert Jones Mews	8
	Lauderdale Tower	114
	Mountjoy House	63
	Seddon House	74
	Shakespeare Tower	113
	Speed House	109
	The Postern	8
	Thomas More House	164
	Wallside	1
	Willoughby House	147
	60 Aldersgate St	1
Barbican Blocks: 22		Barbican Leaseholders: 2014

**SCHEDULE - HRA ESTATES**

<b>Estate</b>	<b>Block</b>	<b>Leasehold Flats</b>
Avondale Square	Avondale House	14
	Brettinghurst	7
	Centre Point	9
	Colechurch House	5
	East Point	6
	Eric Wilkins House	8
	G. Elliston House	7
	Longland Court	26
	Proctor House	12
	Tovy House	12
	West Point	10
	Tevtree	0
	<b>12</b>	<b>116</b>
Dron House	Dron House	37
	<b>1</b>	<b>37</b>
Golden Lane	Basterfield House	32
	Bayer House	16
	Bowater House	16
	Crescent House	68
	Cullum Welch House	35
	Cuthbert Harrowing	7
	Great Arthur House	49
	Hatfield House	34
	Stanley Cohen	17
	<b>9</b>	<b>274</b>
Holloway	Barnesbury House	7
	Bunning House	10
	Crayford House	5
	Fairweather House	17
	Hilton House	15
	McMorran House	4
	Whitby Court	22
<b>7</b>	<b>76</b>	
Isleden House	Isleden House	7
	<b>1</b>	<b>7</b>
Middlesex Street	Petticoat Square	37
	Petticoat Tower	31
	<b>2</b>	<b>68</b>
Southwark	Bazeley House	14
	Collinson Court	26
	Great Suffok Street	7
	Markstone House	12
	Pakeman House	19
	Stopher House	12
	Sumner Buildings	47
	<b>7</b>	<b>137</b>
Sydenham Hill	Lammas Green Flats	15
	Lammas Green House	18
	Otto Close	8
	Otto Close	12
	<b>4</b>	<b>53</b>
Willam Blake	Willam Blake House	21
	Donnelly House	2
	Lynton Mansions	14
	Mcauley Close	8
	St James Mansions	1
	York House	4
<b>6</b>	<b>50</b>	
Windsor House	Windsor House	32
	<b>1</b>	<b>32</b>
York Way	Kinefold House	15
	Lambfold House	13
	Penfields House	26
	Shepherd House	17
	<b>4</b>	<b>71</b>
Spitalfields	Brushfield St	6
	Commercial St	7
	Lamb St	5
	<b>3</b>	<b>18</b>

**BARBICAN ESTATE** - Charges incurred under the Hays Agreement in the relevant years

	<b>17/18</b>	<b>18/19</b>	<b>19/20</b>	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24 (Estimated)</b>	
Lobby Porters	58,118	22,640	36,738	115,153	57,339	50,281	95,237	
Car Park Attendants	33,186	56,401	32,757	46,985	41,959	78,771	102,912	
Cleaners	77,308	89,414	247,112	289,452	201,954	255,040	472,337	(see comment below)
Supervision & Management	11,232	52,798	76,732	90,698	97,153	73,075	141,850	
<i>Total</i>	<i>179,844</i>	<i>221,253</i>	<i>393,339</i>	<i>542,288</i>	<i>398,405</i>	<i>457,167</i>	<i>812,336</i>	<i>3,004,632</i>
<b>Over £100 per LH</b>	<b>35,500</b>	<b>28,304</b>	<b>178,782</b>	<b>320,375</b>	<b>183,154</b>	<b>231,165</b>	<b>577,145</b>	<b>1,554,425</b>

**HRA ESTATES** - Charges incurred under the Hays Agreement in the relevant years

	<b>17/18</b>	<b>18/19</b>	<b>19/20</b>	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	
Cleaners	41,745.15	60,612.50	103,484.43	161,284.53	249,294.39	440,853.02	118,615.68	
Gardening & Grounds	0.00	0.00	0.00	28,203.06	37,137.28	0.00	4,527	
Supervision & Management	8,254.69	19,037.69	33,564.47	39,408.44	59,155.52	74,843.75	108,818.34	
<i>Total</i>	<i>49,999.84</i>	<i>79,650.19</i>	<i>137,048.90</i>	<i>228,896.03</i>	<i>345,587.19</i>	<i>515,696.77</i>	<i>231,961.02</i>	<i>1,588,839.94</i>
<b>Over £100 per LH</b>	<b>0</b>	<b>1,480.77</b>	<b>19,349.38</b>	<b>78,997.47</b>	<b>174,729.86</b>	<b>305,186.09</b>	<b>83,970.47</b>	<b>663,714.04</b>

\* 23/24 Cleaners cost for Barbican Estate - to be capped at £300k as per para 51 of decision in Tribunal reference LON/00/00AA/LSC/2024/0018 (Tomkins v City)

Schedule of actual costs of temporary workers under the Hays Agreement - Supplied Via Hays

Job Title	Job Category	Grade	Basic Rate	Working Time Regs	Worker Pay	Employer Contributions %			Employer Contributions £			Worker Cost Ex Fee	Agency Fee	MSP Fee	ESPO Framework Rebate	Total Cost Excl VAT
						ENIC*	Pensions	Levy	ENIC*	Pensions	Levy					
General Cleaning Operative	Manual Labour	Grade B	£17.05	£2.48	£19.53	10.50%	2.40%	0.50%	£2.05	£0.47	£0.10	£22.15	£0.68	£0.00	£0.01	£22.84
Concierge - Barbican Estate	Building Services & Maintenance	Grade B	£17.77	£2.15	£19.92	10.50%	2.40%	0.50%	£2.09	£0.48	£0.10	£22.59	£2.80	£0.00	£0.01	£25.40
Estates Manager	Interims	Grade D	£23.91	£3.64	£27.55	11.60%	2.40%	0.50%	£3.20	£0.66	£0.14	£31.54	£3.35	£0.00	£0.01	£34.90

\*ENIC Contributions are based on 24/25 rates. All other figures are from 2023/2024.

DATED

6<sup>th</sup> August

1999

**CORPORATION OF LONDON**

- to -



---

**LEASE**

**Flat:**



**Block:**

**LAUDERDALE TOWER**

**Barbican Estate**

---

Sharpe Pritchard  
Elizabeth House  
Fulwood Place  
London WC1V 6HG  
DX 353 London  
Tel: 0171 405 4600  
Fax: 0171 242 2202  
DM/4669/146  
RbII - FREEHOLD REVERSION

**R.15701**

ESTATE: BARBICAN - Freehold Reversion - Voluntary Sales



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WKT  
B  
16/8

**H.M. LAND REGISTRY**  
**LAND REGISTRATION ACTS 1925 to 1971**

CITY OF LONDON

TITLE NO. LN242267

Property: Land and buildings between Barbican and Beech Street on the North, London Wall and Fore Street on the South, Aldersgate Street on the West and Moor Lane on the East.

**THIS LEASE** is made on the 6<sup>th</sup> day of August One thousand nine hundred and ninety nine **B E T W E E N THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON** (hereinafter called "the Corporation" which expression shall where the context so requires or admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted) of the one part and [REDACTED] both of [REDACTED] (hereinafter called "the tenant" which expression shall where the context so requires or admits include the successors in title of the tenant) of the other part

**W H E R E A S :-**

(1) The Corporation is registered at H.M. Land Registry under the above-mentioned Title Number as proprietor of the above-mentioned property comprising the premises hereby demised and other premises and forming part of the property which is shown edged red on Plan A annexed hereto upon which have been erected certain blocks of flats and other buildings and upon which have been laid out certain roads paths forecourts and gardens for use and enjoyment therewith (all

which premises are hereinafter referred to as "the Barbican Estate")

(2) This Lease is executed by the Corporation in pursuance of the powers conferred by Part II of the Housing Act 1985 and of all other powers enabling the Corporation so to do

**NOW THIS DEED WITNESSETH :-**

1. (i) UNLESS the subject or context otherwise requires in this Deed:

"the accounting period" means such period as the Corporation may in its discretion from time to time determine as being that in respect of which accounts of the Corporation generally or relating to the estate the Barbican Estate or the Building shall be drawn up

"the Architect" means the City Architect and Planning Officer of the Corporation

"the Building" has the same meaning as in Clause 2 hereof

"the Chamberlain" means the Chamberlain of London

"the Comptroller" means the Comptroller of the Chamber and Bridge House Estates and City Solicitor

"the estate" means those parts of the Barbican Estate used for or wholly or partly in connection with residential purposes within the area shown edged red on Plan A annexed hereto

"the Housing Act 1980" means as amended by the Housing and Building Control Act 1984

"the Manager" means the Managing Director of the Barbican Estate

"the Secretary of State" means the Secretary of State for the Environment

"the premises" has the same meaning as in Clause 2 hereof

"the public services building" means the building on the Barbican Estate known as such at the date hereof

"a tower block" means any of those buildings on the estate known as Cromwell Tower Lauderdale Tower and Shakespeare Tower

"a terrace block" means any of the buildings on the estate other than a tower block

- (ii) Whenever the tenant shall be more than one person the obligations of the tenant shall be deemed to be joint and several
- (iii) Reference to any Officer of the Corporation shall be deemed to include where the context so admits any person or body corporate for the time being appointed for the purpose of performing his functions hereunder
- (iv) Every wall separating the premises from any adjoining property shall be a party wall severed medially and shall be included in the premises hereby demised only as far as the medial plane thereof
- (v) Nothing herein contained shall operate or be deemed in any way to waive diminish or affect any existing or future powers and duties of the Corporation in relation to the premises in any capacity other than its capacity as owners of the reversion expectant on the determination of the term
- (vi) Nothing in this Deed shall be construed or shall be operated so as to be contrary to any enactment or rule of law
- (vii) If during the term hereby granted any provision or part of this Lease whether wholly or to any extent is made void by any enactment passed before on or after the date hereof or is held to be void for any reason by any Court of Law the Corporation and the tenant shall agree under seal such terms as are reasonable to give effect insofar as it may be lawful so to do to the general intention of the original parties hereto to replace such provision or part so avoided and the Corporation and tenant shall further agree such transitional consequential or incidental provisions as may be reasonable and in default of agreement any dispute or difference shall be determined by arbitration in accordance with the provisions of Clause 8 hereof

(viii) If during the term hereby granted it appears in consequence of a decision of a Court of Law relating to any other flat house premises or building on the Barbican Estate that any provision or part of this Lease might be liable to be held void either wholly or in part for any reason by a Court of Law or that the Corporation might not be able to demand or recover the whole of its costs and expenses in providing repairs and services to the estate or any part thereof (insofar as it may be lawful for the Corporation so to do) the Corporation and the tenant shall agree under seal such terms as are reasonable and give effect insofar as it may be lawful so to do to the general intention of the original parties hereto to replace such provision or part either wholly or in part or to enable the Corporation so to demand or recover the whole of its costs and expenses in providing repairs and services to the estate or any part thereof and the Corporation and the tenant shall further agree such transitional consequential or incidental provisions as may be reasonable and in default of agreement any dispute or difference shall be determined by arbitration in accordance with the provisions of Clause 8 hereof

(ix) Where anything contained herein is to be defined calculated identified or otherwise determined by reference to any other thing (for example and without prejudice to the generality of the foregoing an enactment index or rate) and that other thing ceases to exist then unless and to the extent that provision is otherwise made herein the Corporation and the tenant shall agree under seal such terms as are reasonable and give effect insofar as it may be possible so to do to the general intention of the original parties hereto to replace the reference to such other thing and the Corporation and the tenant shall further agree such transitional consequential or incidental provisions as may be reasonable and in default of agreement any dispute or difference shall be determined by arbitration in accordance with the provisions of Clause 8 hereof

(x) the respective boundaries of the estate and the Barbican Estate shall notwithstanding any plan used herein be a question of fact

2. IN consideration of the sum of FOUR HUNDRED AND SEVEN THOUSAND POUNDS (£407,000.00) (the receipt of which sum the Corporation hereby acknowledges) and of the rents and covenants hereinafter reserved and contained and on the part of the tenant to be paid observed and performed the Corporation hereby demises unto the tenant ALL THAT the premises (hereinafter called "the premises") shown coloured pink on Plan B attached hereto numbered 333 and being on the Thirty Third floor of the building known as LAUDERDALE TOWER shown on Plan A annexed hereto (hereinafter called "the Building") including any balcony contiguous to the premises and one half part in depth of the structure between the floors of the premises and the ceilings of the property below it and of the structure between the ceilings of the premises and the floors of the property above it (but if applicable excluding the foundations of the Building below the premises and the land beneath the foundations or the roof of the Building above the premises and the space above the roof) and also including (subject to Clause 1(iv) hereof) the internal and external walls between such levels but excluding any pipes mains conduits wires or services within the premises other than those solely serving the premises TOGETHER WITH the easements rights and privileges mentioned in the First Schedule hereto subject as therein mentioned but EXCEPTING AND RESERVING such easements and rights as are mentioned in the Second Schedule hereto TO HOLD the same unto the tenant from the First day of July One thousand nine hundred and eighty one to expire upon the First day of July Two thousand one hundred and six paying therefor yearly during the said term the rent of TEN POUNDS (£10.00) in advance on the First day of April in each year free of all deductions whatsoever the first of such annual

payments being made on the First day of April Two thousand and a proportion of such annual rent for the period from the execution hereof until the said day on which the first such payment shall be made shall be paid on the execution hereof SUBJECT to the restrictive covenants (if any) set out in the Third Schedule hereto

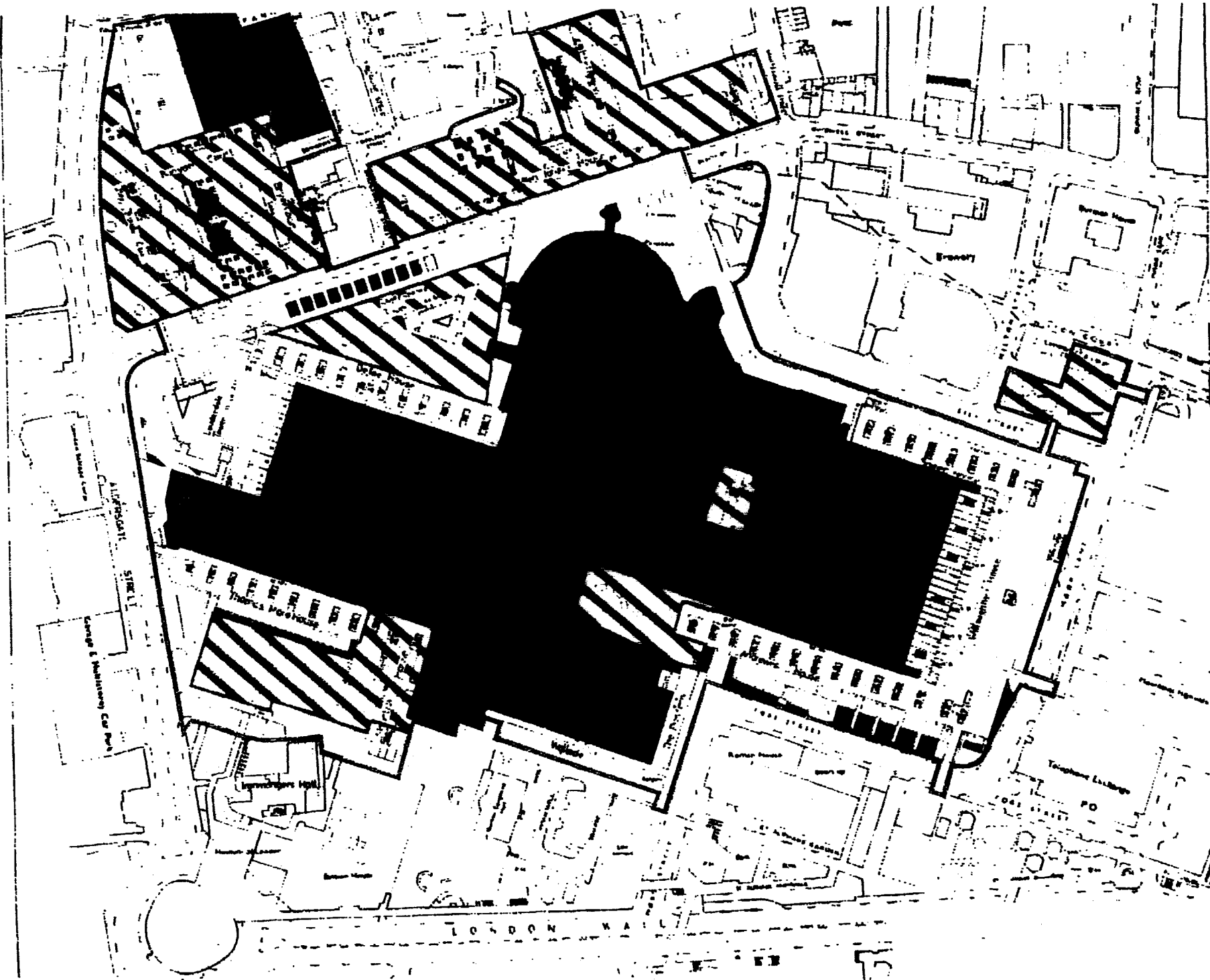
3. FOR the purposes of Clause 6(1) hereafter

"building society" means a building society within the meaning of the Building Societies Act 1962 or the Building Societies (Northern Ireland) Act 1967

"lending institution" means the Housing Corporation or any of the bodies specified in paragraphs 6 to 9 of the Schedule to the Home Purchase Assistance and Housing Corporation Guarantee Act 1978 and any body specified or of a class or description specified in an order made by the Secretary of State with the consent of the Treasury

4. THE tenant hereby covenants with the Corporation that the tenant will throughout the said term granted:-

- (1) Pay the said rent at the time and in the manner aforesaid without any deduction at the office of the Chamberlain
- (2) Bear and pay the Poor and General rates and all other taxes rates charges assessments duties outgoings and impositions whatsoever parliamentary municipal or parochial whether of a capital or recurring nature which now are or at any time during the term shall be charged assessed or imposed upon the premises or upon the landlord or tenant thereof in respect of the same and whether any such future taxes rates charges assessments duties outgoings or impositions shall or shall not be in the nature of those now in being and in the event of any rates taxes charges assessments duties outgoings or impositions being assessed charged or imposed in respect of the Building or estate or in respect of the Barbican Estate to pay such proportion of such rates taxes charges assessments duties



- LEGEND**
- Non Residential Areas
  - Non Residential Areas Certain Levels
  - Garden and Lake Areas
  - Barbican Residential Estate Boundary

**City of London**

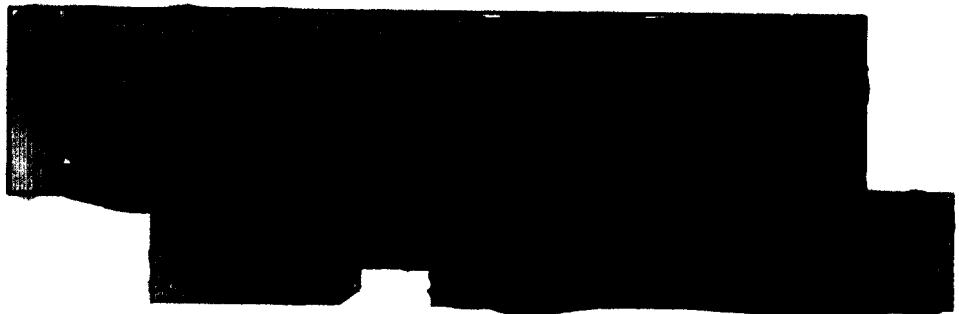
Department of Architecture & Planning  
 60 Abchurch Lane, London EC4A 3DF  
 Tel: 01-776 6300  
 Fax: 01-776 6301

28.7.92 RM  
 N.T.S.

**BARBICAN RESIDENTIAL ESTATE AND SURROUNDING AREA**

**SITE PLAN 'A'**

Drg. No. 3921



BARBICAN ESTATE OFFICE  
ST ALPHAGE HOUSE  
2 FORE STREET  
LONDON EC2Y 5DF

*Handwritten signature or initials*



**Barbican Estate,  
Managing Director**

Mrs. S. Benjamins, FRICS MCIH  
Managing Director,  
Barbican Estate Office,  
Corporation of London.

Tel: 0171-628-4341

<p>Project BARBICAN RESIDENTIAL ESTATE, LONDON EC2</p>	<p>Drawing 333 LAUDERDALE TOWER Plan B</p>
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outgoings or impositions as may reasonably be attributable to the premises

- (3) (a) Pay to the Corporation in the manner and at the times hereinafter described a reasonable part of the costs of carrying out specified repairs and of insuring against risks involving specified repairs
- (b) The Corporation shall as soon as reasonably practicable after the end of each accounting period calculate the costs in relation to that accounting period and as soon as reasonably practicable thereafter the Corporation shall send to the tenant a statement in writing of the costs as calculated by the Corporation which statement shall include a summary of how the costs are made up
- (c) Subject to sub-paragraph (d) below the Corporation may demand in writing from the tenant a reasonable part of the costs in respect of any accounting period not earlier than the date on which the Corporation sends to the tenant the statement of costs for that accounting period and within fourteen days of the service upon the tenant of the said demand the tenant shall pay to the Corporation without deduction at the office of the Chamberlain the sum demanded provided that (i) where the sum demanded in respect of any accounting period has been calculated by reference to estimated costs to be incurred in any accounting period and after the costs which were so estimated have been incurred it appears that the costs so incurred were more or less than the costs as estimated or (ii) where a preliminary demand or demands has or have been made in respect of any accounting period and the sum hereinbefore demanded in respect of that accounting period is more or less than the sum demanded or the aggregate of the sums demanded by the said preliminary demand or demands then any necessary adjustment may (without prejudice to any other method of adjustment which the Corporation may in its

discretion decide upon in any particular case or class of case) be made by increasing or reducing any sum which would otherwise be payable hereunder

- (d) (i) The Corporation may before the end of any accounting period but not earlier than three months before the beginning of the said accounting period serve upon the tenant a demand or demands for payment of a sum on account of the sum it will demand under sub-paragraph (c) hereof in respect of that accounting period (each of which demands is hereinafter referred to as "a preliminary demand") and within fourteen days of the service upon the tenant of a preliminary demand the tenant shall pay to the Corporation without deduction at the office of the Chamberlain the sum demanded in the preliminary demand
- (ii) The Corporation may serve not more than four preliminary demands in respect of any accounting period and shall not serve any preliminary demand within ten weeks of any earlier preliminary demand
- (iii) The preliminary demand or demands shall not be for a sum in excess of that which the Corporation reasonably believes that it will demand under sub-paragraph (c) hereof in respect of the said accounting period and in considering what sum it will so demand under sub-paragraph (c) the Corporation shall disregard for the purpose of this sub-paragraph any sum which in its opinion if included in the said demand under sub-paragraph (c) would be likely to be a part of that demand which relates to a major item (as that expression is defined in Clause 6(1) hereof)
- (e) In this paragraph:-
- "the costs" means the costs of carrying out specified repairs and of insuring

against risks involving specified repairs and it is hereby agreed and declared for the avoidance of doubt:

- (i) that such costs may include both costs or estimated costs incurred or to be incurred in any accounting period (whether that accounting period be the accounting period in respect of which the demand is made or an earlier or later accounting period) of carrying out specified repairs and of insuring against risks involving specified repairs; and
- (ii) that such costs may include such reasonable interest charges as the Corporation shall have incurred in financing the carrying out of specified repairs and of insuring against risks involving specified repairs or alternatively (in so far as the Corporation has used its own monies to finance the same) a sum equal to the amount of reasonable interest charges which the Corporation would have incurred had the Corporation borrowed monies to finance the same to represent the cost to the Corporation of foregoing the use of the monies employed in financing the same; and
- (iii) that such costs may include any costs of professional fees and management which the Corporation has incurred incurs or may incur upon or in connection with the carrying out of specified repairs and of insuring against risks involving specified repairs

"deemed rights" means rights arising in favour of the tenant by virtue of Schedule 2 to the Housing Act 1980 had this grant been made in exercise of the right to buy conferred by Chapter I of Part I of that Act and includes the rights specified in the First Schedule hereto

"a reasonable part" shall be 0.8308 per cent PROVIDED THAT where the term hereby granted commences during an accounting period then "a reasonable part" for that initial accounting period shall be such proportion of the percentage hereinbefore specified as "a reasonable part" as the part of the said initial accounting period remaining after the commencement of the term hereby granted bears to the said initial accounting period as a whole; except that where the costs for the said initial accounting period are calculated wholly or in part by reference to costs to be incurred in any later accounting period then "a reasonable part" for that initial accounting period shall be the aggregate of (i) the said percentage hereinbefore specified as "a reasonable part" in relation to such of the costs as are calculated by reference to costs to be incurred in any later accounting period; and (ii) such proportion of the said percentage hereinbefore specified as "a reasonable part" as the part of the said initial accounting period remaining after the commencement of the term hereby granted bears to the said initial accounting period as a whole in relation to the remainder of the costs AND PROVIDED FURTHER THAT in respect of the cost of specified repairs mentioned in sub-paragraph (iii) below "a reasonable part" shall be 0.8308 per cent of the whole of the said cost if reasonably chargeable in relation to the use of the Building and otherwise of such part of the said cost as shall be reasonably chargeable in relation to the use of the Building

"specified repairs" means repairs carried out in order:

- (i) to keep in repair the structure and exterior of the premises and of the Building in which they are situated (including drains gutters and external pipes) not amounting to the making good of structural defects;

- (ii) to make good any structural defect of whose existence the Corporation has notified the tenant before the date hereof (such defects being listed in the Fourth Schedule hereto) or of which the Corporation does not become aware earlier than ten years after the grant hereof; and
- (iii) to keep in repair any other property over or in respect of which the tenant has any deemed rights

"the statement of costs" means the statement described in sub-paragraph (b) hereof

- (4) (a) Pay a service charge of an amount in the manner and at the time hereinafter described

- (b) In this paragraph:-

"the relevant costs" are the relevant parts of the eligible costs together with either such reasonable interest charges as the Corporation shall have incurred in financing the relevant parts of the eligible costs or alternatively (in so far as the Corporation has used its own monies rather than borrowed monies to finance the relevant parts of the eligible costs) a sum to represent the amount of reasonable interest charges which the Corporation would have incurred had the Corporation borrowed monies to finance the relevant parts of the eligible costs together with (where the premises are in the Building known as Milton Court) the metered cost or estimated metered cost of the electricity consumed or to be consumed in the provision of underfloor or other suitable alternative background heating to the premises and PROVIDED THAT where the relevant costs in respect of which a service charge is payable for any accounting period include estimated costs to be incurred in any accounting period and after the costs which were so estimated

have been incurred it appears that the costs so incurred were more or less than the costs as estimated any necessary adjustment may (without prejudice to any other method of adjustment which the Corporation may in its discretion decide upon in any particular case or class of case) be made by increasing or reducing the relevant costs in respect of which a service charge would otherwise be payable for any subsequent accounting period

"the relevant parts of the eligible costs" are the aggregate of the amounts which are equal to where the eligible costs relate to matters set out in the part of the Fifth Schedule referred to as:-

- Part I, - 100% of all eligible costs
- Part II, - 100% of all attributable costs
- Part III, - 85% of all attributable costs
- Part IV, - 100% of all attributable costs
- Part V, - 100% of all eligible costs

together in the case of any tower block with one third of the salary emoluments and wages of the lobby porters on the estate and expenses connected therewith

"the attributable costs" are 10.82 per cent of the eligible costs

"the eligible costs" means costs or estimated costs incurred or to be incurred in any accounting period (whether that accounting period be the accounting period for which the service charge is payable or an earlier or later accounting period) upon or in connection with the matters set out in the Fifth Schedule hereto

**PROVIDED THAT** where in any building other than Milton Court any electricity consumed or to be consumed in the provision of underfloor or other suitable alternative background heating to other premises thereby demised or let is

separately metered to the said premises then:

- (i) the eligible costs in that case shall be the eligible costs as are hereinbefore defined less the metered costs or estimated metered costs which the Corporation may recover from its tenant of the said premises; and
  - (ii) the percentage of the relevant costs for that accounting period in respect of which the service charge is payable under sub-paragraph (d) hereof shall be 0.8308 per cent of all the relevant costs insofar as such costs are not attributable to the cost or estimated cost of the electricity consumed or to be consumed in the provision of underfloor or other suitable background heating in accordance with paragraph 3 of the Fifth Schedule hereto and such percentage of the relevant costs as are attributable to eligible costs incurred or to be incurred on electricity so consumed or to be so consumed as the Corporation shall in its reasonable discretion determine
- (c) As soon as reasonably practicable after the end of each accounting period the Corporation shall calculate the relevant costs in respect of that accounting period and as soon as reasonably practicable thereafter the Corporation shall send to the tenant a statement in writing of the relevant costs as calculated by the Corporation which statement shall include a summary of how the relevant costs are made up
- (d) Subject to the proviso contained in the definition of eligible costs given in sub-paragraph (b) above a service charge shall be payable by the tenant in respect of any accounting period of 0.8308 per cent of the relevant costs for that period PROVIDED THAT where the term hereby granted commences during an accounting period then the service charge payable by the tenant in respect of that initial accounting period shall be such proportion of the percentage of the relevant

costs for any accounting period as is hereinbefore specified as the part of the said initial accounting period remaining after the commencement of the term hereby granted bears to the said initial accounting period as a whole; except that where the relevant costs for the said initial accounting period are calculated wholly or in part by reference to estimated costs to be incurred in any later accounting period then the service charge payable by the tenant in respect of the said initial accounting period shall be the aggregate of (i) 0.8308 per cent of such relevant costs as are calculated by reference to estimated costs to be incurred in any later accounting period; and (ii) such proportion of 0.8308 per cent of the other relevant costs for the said initial accounting period as the part of the said initial accounting period remaining after the commencement of the term hereby granted bears to the said initial accounting period as a whole and PROVIDED THAT where a preliminary demand or demands has or have been made in respect of any accounting period and the sum hereinbefore demanded in respect of that accounting period is more or less than the sum demanded or the aggregate of the sums demanded by the said preliminary demand or demands then any necessary adjustment may (without prejudice to any other method of adjustment which the Corporation may in its discretion decide upon in any particular case or class of case) be made by increasing or reducing any sum which would otherwise be payable hereunder

- (e) Subject to sub-paragraph (f) below the Corporation may demand in writing the service charge payable by the tenant in respect of any accounting period not earlier than the date on which the Corporation sends to the tenant under sub-paragraph (c) hereof its statement of the relevant costs for that accounting period and within

fourteen days of the service upon the tenant of the said demand the tenant shall pay to the Corporation without deduction at the office of the Chamberlain the sum demanded

- (f) (i) The Corporation may before the end of any accounting period but not earlier than three months before the beginning of the said accounting period serve upon the tenant a demand or demands for payment of a sum on account of the sum it will demand under sub-paragraph (e) hereof in respect of that accounting period (hereinafter referred to as "a preliminary demand") and within fourteen days of the service upon the tenant of a preliminary demand the tenant shall pay to the Corporation without deduction at the office of the Chamberlain the sum demanded in the preliminary demand
  - (ii) The Corporation may serve not more than four preliminary demands in respect of any accounting period and shall not serve any preliminary demand within ten weeks of any earlier preliminary demand
  - (iii) The preliminary demand or demands shall not be for a sum in excess of that which the Corporation reasonably believes that it will demand under sub-paragraph (e) hereof in respect of the said accounting period and in considering what sum it will so demand under sub-paragraph (e) the Corporation shall disregard for the purpose of this sub-paragraph any sum which in its opinion if included in the said demand under sub-paragraph (e) would be likely to be a part of that demand which relates to a major item (as that expression is defined in Clause 6(1) hereof)
- (g) For the avoidance of doubt it is hereby declared and agreed that the Corporation

may apportion the costs of professional fees and management which it has incurred incurs or may incur upon or in connection with the matters set out in the Fifth Schedule hereto to such part of the Schedule and in such proportions as is reasonable

(5) Subject to sub-clause (6) hereof

(a) At all times keep the premises and everything demised hereunder and additions thereto and the Landlord's fixtures and fittings sanitary apparatus and appurtenances installed in or affixed to the premises and the window glass thereof (but excluding any parts items or works for which the Corporation may be liable under the terms of this Lease or by statute) with all necessary reparations cleansing and amendments whatsoever well and substantially repaired cleansed maintained and renewed damage by any risk against which the Corporation shall have insured (save where the insurance monies shall be irrecoverable by reason of any act or default of the tenant his family servants or agents) nevertheless excepted

(b) Renew or replace at any time during and at the expiration or sooner determination of the said term all Landlord's fixtures fittings and appurtenances in the premises which may be or have become beyond repair

(c) Keep all sinks baths lavatories and cisterns in the premises clean and free from obstruction

(d) Keep the inside of all windows in the premises clean and adequately curtained

(e) Carpet all the floors in the premises from wall to wall

(f) Keep any window box plant tub or terrace garden in the premises in a proper state of cultivation

(g) Once in every seventh year of the said term and in any event in the last quarter of

the last year of the said term (howsoever determined) paint in a proper and workmanlike manner all the inside wood and ironwork usually painted of the premises with two good coats of good quality paint and so that such internal painting in the last year of the said term shall be of a tint or colour to be approved by the Corporation And also with every such internal painting paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the premises 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 or all such works of internal decoration shall be such as shall be approved by the Corporation

(h) Without prejudice to the generality of the aforesaid and independently of such obligations keep the interior of the premises in good repair (including decorative repair)

(i) Permit the Officers or Agents of the Corporation with or without workmen and others at all reasonable times and except in such cases as may appear to the Corporation to be urgent upon reasonable notice to enter upon the premises for the purpose of examining the state and condition user and maintenance thereof and in case any defect or want of reparation or maintenance shall appear the tenant will upon notice thereof in writing being given to the tenant or left upon the premises (hereinafter referred to as "the said notice" in this sub-paragraph) cause the same to be repaired or maintained or both in compliance with the covenants herein contained in that behalf within one month next after the date of the said notice And if the tenant shall fail to comply with the said notice within the time aforesaid the Corporation shall be at liberty to enter upon the premises for the purpose of remedying the said defect want of reparation or maintenance and the cost to the Corporation of complying with the said notice shall be forthwith recoverable from the tenant as liquidated damages

(j) Will at the expiration or sooner determination of the term or upon surrender of the

term yield up the premises to the Corporation with all additions and Landlord's fixtures and fittings in tenantable repair and condition in accordance with the obligations of the tenant under this Lease

- (6) Not decorate the exterior of the premises (including the exterior of any entrance door) make any structural alterations or structural additions to the premises or any part thereof or remove any of the Landlord's fixtures without the previous consent in writing of the Corporation and without prejudice to the generality of the foregoing not:
- (a) erect or set up or suffer to be erected or set up on any part of the premises any erection or building or
  - (b) cut injure alter or divide the premises or any part thereof or
  - (c) make any alteration or addition to the premises either in height or projection or
  - (d) unite or annex the premises or any part thereof to any premises adjoining or
  - (e) insert or drive nails or screws or sink plugs or make any fixing whatsoever to the floors of the premises
- (7) Permit such officers agents or workmen engaged or authorised by the Corporation to enter and remain in or upon the premises together with such materials and equipment as the Corporation may consider necessary expedient or useful in order to repair or rebuild the premises the building or structure or any part thereof or any adjoining or contiguous property belonging to the Corporation or any installation connected with the provision of services thereto or to cleanse empty or repair any of the sewers drains gutters or services belonging to or serving the same
- (8) Observe the covenants and restrictions set forth in the Sixth Schedule hereto and also (by way of indemnity) those (if any) referred to in the Third Schedule hereto and to indemnify the Corporation against all actions proceedings costs claims and demands whatsoever in

- respect of any breach of the same by the tenant or any person claiming title under him
- (9) Observe and perform all rules and regulations made from time to time by the Corporation for the management and conduct of the Building and the estate
  - (10) Upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the premises or any part thereof whether the same shall be served directly on the tenant or the original or a copy thereof be received from any underlessee or other person whatsoever forthwith so far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof require him so to do comply therewith at his own expense and forthwith deliver to the Corporation a true copy of such notice order direction or other thing
  - (11) Pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Corporation for the purpose of or incidental to or in contemplation of the preparation and service of a notice under Section 146 of the Law of Property Act 1925 (or any statutory re-enactments or modifications thereof) requiring the tenant to remedy a breach of any of the covenants herein contained notwithstanding that forfeiture for such breach shall be avoided otherwise than by relief granted by the Court
  - (12) Produce for the purpose of registration to the Corporation at the office of the Comptroller (within one calendar month after the document or instrument in question shall be executed or shall operate or take effect or purport to operate or take effect) the original or a copy verified by a Solicitor of every assignment or transfer of this Lease or mortgage or charge of this Lease or of the premises or any part thereof and also every underlease of the premises or any part thereof and the original or a copy verified by a Solicitor of every assignment or transfer of every such underlease and also every probate letters of

administration order of court or other instrument affecting or evidencing a devolution of title as regards the term hereby granted or as regards any such underlease as aforesaid and for such registration pay to the Corporation a reasonable fee in respect of each such document or instrument so produced

- (13) Permit the Corporation at any time during the three months immediately preceding the determination of the term to enter upon the premises and affix and retain without interference upon any part thereof a notice for reletting or selling the same And permit all persons with authority from the Corporation at all reasonable times during the daytime to enter and view the premises or any part thereof

5. THE Corporation hereby covenants with the tenant as follows:-

- (1) That the tenant paying the rent hereby reserved and performing and observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the premises during the said term without any interruption by the Corporation or any person rightfully claiming under or in trust for it
- (2) That so far as is practicable the Corporation will maintain the services to the premises set out in Parts I II and III of the Fifth Schedule hereto and (except where the premises are in the building known as Milton Court) the Corporation will maintain so far as is practicable the provision at the premises from the First day of October in each year to the thirtieth day of April in the year immediately following and at other reasonable times of underfloor or other suitable alternative background heating
- (3) That the Corporation will at all times during the said term (unless such insurance be vitiated by any act or default of the tenant) insure and keep insured the Building against loss or damage by fire and such other risks (if any) as the Corporation from time to time thinks fit in some insurance office of repute for such sum or sums (including professional

fees) as the Corporation shall in its reasonable discretion think fit and shall in the event of damage by any risk insured against by the Corporation apply any insurance moneys received toward reinstatement of the damage and will on reasonable notice whenever required produce to the tenant at the office of the Chamberlain the policy or policies or other sufficient evidence of such insurance and of the payment for the last premium

- (4) That the Corporation will keep in repair the structure and exterior of the premises and of the Building (including drains gutters and external pipes) and will make good any defect affecting the structure
- (5) That the Corporation will keep in repair any other property over or in respect of which the tenant has deemed rights

6. PROVIDED ALWAYS and it is hereby agreed and declared that:-

- (1) (a) Subject to sub-paragraphs (b) and (d) below the tenant may by notice in writing given to the Corporation at the office of the Chamberlain within fourteen days of the service of a demand other than a preliminary demand under Clause 4(3) or 4(4) hereof elect to leave outstanding the part of that demand or of the total demands (other than preliminary demands) for the accounting period in respect of which it has been given which relates to a major item (hereinafter in this Clause referred to as "the sum to be left outstanding")
- (b) In the event that the tenant makes the said election and the charge hereinafter described (referred to as "the said charge") is both executed within the period of fourteen days from the date of his giving the notice making the said election and duly registered at H.M. Land Registry at the expense of the tenant all documents required to perfect such registration having been lodged with the Corporation together with any fees or other disbursements within the said period then:

- (i) the tenant hereby covenants with the Corporation duly and punctually to pay the sum to be left outstanding with interest thereon over a period of ten years from the date of the said charge or such lesser period as shall expire not later than ten years before the end of the term hereby demised at the appropriate rate by equal monthly instalments on the first day of each month without deduction at the office of the Chamberlain (whether or not such instalment has been demanded) the first payment being made on the first of such days after the day on which the said charge was executed until the whole sum to be left outstanding with interest thereon at the appropriate rate shall be fully paid and satisfied PROVIDED THAT (1) the amount of the said instalments may be increased or reduced so as to take account of and provide for any increase or reduction in the appropriate rate consequent upon any increase or reduction in the basic rate and (2) the amount of the said instalments may be varied so as to secure that the sum to be left outstanding with interest thereon at the appropriate rate shall be paid not later than ten years before the end of the term hereby granted in the event that payment by equal instalments as aforesaid would not secure that the said sum and interest thereon would be paid by that time
- (ii) the Corporation hereby covenants with the tenant that it shall allow the tenant to leave outstanding the sum to be left outstanding notwithstanding that payment has become due under Clauses 4(3) or 4(4) hereof on the condition that and for so long as the tenant duly and punctually pay the sum to be left outstanding with interest thereon in accordance with the

covenant hereinbefore set out

(c) In this paragraph:

- (i) "the part of that demand which relates to a major item" is such part of the demand or of the total demands (other than preliminary demands) for the accounting period in respect of which it has been given which both (a) relates only to the costs or estimated costs incurred or to be incurred in respect of works of renewal replacement or repair (excluding redecoration refurnishing and recarpeting); and (b) represents not less than 2.5 per cent of either the sum specified in Clause 2 hereto or if there shall have been one or more subsequent sales at open market value the sum realised on the latest such sale and in either case increased or reduced (as the case may be) by the same percentage as the index hereinafter referred to or any other index for the time being replacing the same may have been increased or reduced between the date of such sale and if none the date of grant hereof and the date of the demand;
- (ii) the index referred to in the preceding sub-paragraph shall be the average price of new dwellings for which building society mortgages were approved shown in the latest available published statistics for the time being of the Department of the Environment
- (iii) "the appropriate rate" is the sum of the supplementary and the basic rate;
- (iv) "the supplementary rate" is two per cent;
- (v) "the basic rate" is the rate of interest which may be charged under Section 110 of the Housing Act 1980 or any other enactment replacing the same at the date of the demand or such other rate on sums left outstanding for the time being substituted therefor in accordance with the said section or enactment;

- (vi) "the said charge" is a charge made between the Corporation and the tenant having priority immediately after any charge or mortgage to secure moneys advanced by a building society or lending institution (as each is defined in Clause 3 hereof) on the occasion of the grant or of an assignment of this Lease and which shall have been registered with the Corporation under Clause 4(12) hereof prior to the creation of the said charge by which the tenant in consideration of the Corporation leaving outstanding the sum to be left outstanding charges the premises with full title guarantee by way of legal mortgage with the payment to the Corporation of the sum to be left outstanding and interest thereon at the appropriate rate (to be calculated in accordance with the provisions of this Clause) at the times and in the manner described in paragraph (b) above containing either:
- (a) such other terms (consistent with the provisions of this Clause or so modified as to be consistent therewith) as are incorporated in the standard deed of mortgage offered on the date of the demand by the Corporation to a person exercising the right to a mortgage under Chapter I of Part I of the Housing Act 1980 or such other enactment or enactments as may replace the same; or
- (b) in the event of there being no such standard deed such other terms as may be agreed by the tenant and the Corporation as being reasonable to be included in such a deed or in default of such agreement determined by arbitration in accordance with the provisions of Clause 8 hereof
- (d) The tenant shall have no right to elect to leave outstanding any sum pursuant to paragraph (a) above if:
- (i) there is any sum due and unpaid by the tenant to the Corporation under this Lease for a period exceeding twenty one days on the date of the service of the demand

under Clause 4(3) or 4(4) hereof; or

- (ii) the tenant has otherwise failed to observe or perform any of the agreements contained herein and on the part of the tenant to be observed or performed prior to the service of the demand under Clause 4(3) or 4(4) hereof; or
  - (iii) the premises are at the date of the service of any demand (other than a preliminary demand) under Clause 4(3) or 4(4) hereof or within fourteen days of any election hereinbefore referred to charged by way of legal or other mortgage or charge with payment of a sum or sums (howsoever arising thereunder) which either by itself or themselves or aggregated with the part of that demand or of the total demands which relates to a major item exceeds 90 per cent of the sum specified in sub-paragraph (c)(i) above increased or reduced (as the case may be) by the same percentage as the index referred to in sub-paragraph (c)(ii) above or any other index for the time being replacing the same may have been increased or reduced as aforesaid
- (e) It is hereby further declared and agreed that in the event of any dispute the onus shall be on the tenant to show
- (i) that he has the right to elect to leave outstanding any sum pursuant to sub-paragraph (a) above
  - (ii) that none of the cases specified in sub-paragraph (d) above in which the tenant shall have no such right applies
  - (iii) that he has made the said election and
  - (iv) that the said charge has been executed and documents lodged all strictly in accordance with the provisions contained herein

(2) It is hereby declared and agreed for the avoidance of doubt that insofar as the tenant is

under the provisions of Clause 4(3) 4(4) or 6(1) required obliged or permitted to do any act or thing within a time specified therein or otherwise by reference to a time or date that time is in any such case of the essence and it shall not be implied or inferred from the terms of this provision that time is not of the essence in relation to any provision of this Lease other than those hereinbefore specifically mentioned

- (3) (a) If the yearly rent hereinbefore reserved or any part thereof shall be unpaid on the twenty first day next after any of the days hereinbefore appointed for payment of the same whether the same shall have been demanded or not or if any other sum under this Lease payable by the tenant to the Corporation shall be unpaid on the twenty first day next after any day on which the same became due or if the tenant shall fail to observe or perform any of the agreements herein contained and on the part of the tenant to be observed and performed then and in any of the said cases it shall be lawful for the Corporation to re-enter upon the premises or any part thereof in the name of the whole and to repossess and enjoy the same as in their former estate and thereupon the term shall absolutely determine
- (b) So far as the law allows and without prejudice to any other remedies hereunder the same remedies shall be available to the Corporation as in respect of rent in arrear in relation to any monies payable hereunder which are from time to time due and unpaid
- (4) Nothing herein contained or implied shall impose or be deemed to impose any restriction on the use of any land or buildings not comprised herein or give the tenant the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any purchaser from or any lessee tenant or occupier of the Corporation in respect of property not comprised in this Lease or to

- prevent or restrict in any way the development of any land not comprised in this Lease
- (5) Section 196 of the Law of Property Act 1925 shall be deemed to apply to all notices required to be served hereunder
  - (6) Any sums from time to time payable to the Corporation under the terms of this Lease are exclusive of Value Added Tax and of every other tax and the tenant will pay any Value Added Tax or other tax which may be or become payable in respect of any such sum
  - (7) Subject to the provisions of the Defective Premises Act 1972 or any statutory re-enactment or modification thereof the Corporation shall in no circumstances be liable to the tenant for any injury accident damage or loss which may at any time during the term be done or occasioned whether through negligence larceny theft or otherwise howsoever sustained by the tenant or the servants visitors or agents of the tenant from or in the premises or any other part of the Building or the estate
  - (8) The Corporation shall have power at all times without obtaining any consent from or making any compensation to the tenant to deal as the Corporation may think fit with any of the property belonging to the Corporation which adjoins or is opposite or near to the premises and to erect or to permit or suffer to be erected on such adjoining opposite or neighbouring property any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times have been before or will be during the term enjoyed by the tenant or any tenants or occupiers of the premises or any part thereof
  - (9) The Corporation shall not be liable to the tenant in respect of any loss damage or inconvenience occasioned by the inability of the Corporation howsoever caused or arising to provide or perform the services mentioned in Clause 5(2) or any other services which the Corporation is so obliged to provide or perform for the tenant or for the tenant in

common with others

- (10) The Corporation reserve the right at any time to exclude from or restrict the use by any person of the gardens or premises of a public nature in or about the Barbican Estate
  - (11) The Corporation shall make good all damage to the premises or any chattels thereon occasioned by the exercise of its rights under Clause 4(7) but the Corporation shall not be liable for damages or compensation for any annoyance nuisance damage noise vibration or inconvenience thereby caused to the tenant
  - (12) If in respect of any former tenancy of the premises to which the tenant was entitled there shall be at the date hereof any sums for services provided by the Corporation which have not yet been ascertained and notified in writing to the tenant such sums shall be paid by the tenant to the Corporation within fourteen days after the date when they would have become due under the preceding tenancy and recoverable as if covenanted to be paid hereunder
7. (i) IN case any dispute or controversy shall at any time or times arise between the tenant and the tenants or occupiers of any adjoining or contiguous property belonging to the Corporation relating in any manner to the said sewers drains gutters or services or to any easements or privileges whatsoever affecting or relating to the premises or any adjoining or contiguous property belonging to the Corporation the same shall from time to time be settled and determined (if it shall think fit) by the Corporation or the Architect in such manner as shall by any writing under the seal of the Corporation or the hand of the Architect be directed to which determination the tenant shall from time to time submit
- (ii) (a) IF any recognised tenants' association shall by a resolution of not less than 75 per cent of a membership comprising not less than 70 per cent of the

tenants of the Building passed after a public meeting (the time and place of which shall have been notified in writing to the Corporation not less than twenty four days before) request the Corporation so to do in respect of any alleged breach of a restrictive covenant imposed under a lease of premises in the Building granted by the Corporation then the Corporation shall take legal proceedings in respect of such alleged breach if and so far as it shall have been advised by Queen's Counsel (a) that there is a reasonable case with a good prospect of success and (b) that it is appropriate in all the legal circumstances to proceed to action PROVIDED ALWAYS that the costs of such proceedings shall be paid as a service charge payable within Part V of the Fifth Schedule hereto

(b) "A recognised tenants' association" means an association of tenants of flats in the Building which is recognised for the purposes of Section 20 of the Landlord and Tenant Act 1985 as amended (relating to service charge and relevant costs)

8. (i) ANY dispute or difference between the parties touching any matter or thing in Clauses 1(vii) 1(viii) 1(ix) 4(2) 4(3) 4(4) or 6(1)(c)(vi)(b) or the operation or construction of the said provisions or any matter or thing in any way connected with the said provisions or the rights duties or liabilities of either party under or in connection with the said provisions shall be determined by a single arbitrator in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment of that Act for the time being in force and the costs of any arbitration including any discontinued proceedings shall be shared equally between the parties
- (ii) ANY arbitrator shall be appointed by the President for the time being of the Royal

Institution of Chartered Surveyors if available and willing to act save in the case of any dispute or difference between the parties touching any matter or thing in Clauses 1(vii) 1(viii) and 1(ix) in which case any arbitrator shall be appointed by the President for the time being of the Law Society if available and willing to act

(iii) THE decision of any arbitrator should be confirmed in writing to each party

9. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration (other than rent) exceeds FIVE HUNDRED THOUSAND POUNDS (£500,000.00)

IN WITNESS whereof the parties hereto have hereunto executed these presents as a deed the day and year first above written

#### **THE FIRST SCHEDULE**

##### **(Rights Granted)**

In common with the Corporation its tenants and other persons authorised by it and all others having the like right:-

1. The right of passage and running of water and soil gas electricity telephone wires smoke and fumes from and to the premises through such of the sewers drains conduits gutters watercourses pipes cables wires ventilators and mains serving the premises which now are or hereafter during the term may be in on or under the Building

2. The right

(1) of way on foot only (save for the purposes specified in paragraph (11) of the Sixth Schedule hereto) to and from the Building to the public highway or walkway

(2) of way on foot only for the tenant and the tenant's agents servants and all persons visiting the tenant to pass and repass to and from the premises over and along the respective

- entrance halls and staircases and corridors leading thereto
- (3) of passage in the lift situated in the Building for the persons aforesaid and for the tenant's goods for the purpose of gaining access to and from the premises subject to any reasonable rules which may be made by the Corporation for the operation of the said lift and to paragraph (11) of the Sixth Schedule hereto Provided always that the Corporation shall not be responsible to any person using the said lift for any loss damage or injury resulting therefrom or for any interruption of the working of the said lift
- (4) of way on foot in the case of fire or other emergency for the purpose of gaining access to the stairs or lifts situated in the Building over and along any balcony adjoining the premises including the right to pass through any division doors or screens situated on the said balcony
- (5) of support to the premises from the Building or any part of the Building
- (6) of access of light and air to the premises

## **THE SECOND SCHEDULE**

### **(Rights Excepted and Reserved)**

- A. For the Corporation its tenants and other persons authorised by it and all others having the like right:-
1. The right of passage and running of water and soil gas electricity telephone or other services or supplies from and to any other property on the Barbican Estate through such of the sewers drains conduits gutters watercourses pipes cables wires ventilators and mains serving such property which now are or hereafter during the term may be in on or under the premises
  2. The right with servants agents contractors and workmen so far as may be necessary at all reasonable times to enter on the premises for the purpose of connecting laying repairing cleansing maintaining and amending such sewers drains conduits gutters watercourses pipes cables wires

ventilators and mains the persons exercising this right doing as little damage as possible and making good all damage occasioned by the exercise of such right but without payment of compensation for any annoyance nuisance damage noise vibration or inconvenience caused to the tenant in connection with the use by the tenant of the premises

3. A right of way at all times for all persons in the case of fire or other emergency over any balcony forming part of the premises including the right to pass through any division doors or screens situated on the said balcony

4. The right of support from the premises to the Building or any part of the Building

5. The right of access of light and air to the buildings on the Barbican Estate and each and any part thereof

B. The rights if any referred to in the Property and Charges Register of the Corporation's Title

### **THE THIRD SCHEDULE**

**(Restrictive Covenants etc.)**

The covenants referred to in the Charges Register of the Corporation's Title

### **THE FOURTH SCHEDULE**

**(Structural Defects notified to the tenant)**

Elements of the roof and associated works

### **THE FIFTH SCHEDULE**

**(Services)**

#### **PART I**

1. The service maintenance repair renewal and insurance (where applicable) of the following services and installations in upon or under the Building namely:

(1) Lifts (except for the turret lifts)

- (2) Security equipment (including entry phones fire alarms and lift alarms)
  - (3) Ventilation equipment (including cleaning the vents and ducts thereon)
  - (4) Electrical and mechanical and plumbing services and installations (including water tanks; water supply pipes and ducts; soil and waste pipes and ducts; electrical switchgear cables and ducts; generators pumps and fans; and heater panels located in the common parts)
  - (5) Underfloor or alternative background heating installations and the control equipment connected therewith
2. The provision of electricity for or in connection with:
  - (1) The common parts of the Building (including the lighting and heating of the corridors) and
  - (2) Any lift in the Building (including the lighting therein)
  - (3) Ventilation equipment in the Building
3. Except where the premises are in the building known as Milton Court the provision from the first day of October in each year to the thirtieth day of April in the year immediately following and at other reasonable times of underfloor or other suitable alternative background heating to the premises and other flats or premises in the Building
4.
  - (a) The redecoration refurnishing recarpeting and cleaning of the internal common parts of the Building (including the exterior of entrance doors to the premises corridors staircases entrances and foyers) as often as the Corporation may consider such work to be expedient
  - (b) The repair of the internal common parts of the Building (including corridors staircases entrances and foyers) and without prejudice to the generality of the foregoing the repair of the door furniture locks and glass of any entrance to the Building and of light

fittings lamps and glazing in the common parts

(c) The redecoration and cleaning of the exterior of the Building so often as the Corporation may consider such work to be expedient in the manner in which the same is at the time of this demise decorated or as near thereto as circumstances permit

(d) Exterior window cleaning of the Building (except for Milton Court)

## **PART II**

5. The maintenance in reasonable working order of the Garchey refuse system installed by the Corporation or the provision and maintenance of any alternative method for the collection of rubbish as the Corporation thinks fit from time to time

6. The provision of electricity and materials and staff to cleanse maintain and operate the Garchey system or any alternative method under paragraph 5 hereof

## **PART III**

7. The maintenance of the garden areas (including the lakes) shown coloured green on Plan A annexed hereto

## **PART IV**

8. The salary emoluments and wages together with any expenses connected therewith of

(a) the key porters

(b) the storekeepers

(c) the resident housekeepers

(d) resident engineers (but less in the case of the resident engineers such proportion of their salary emoluments wages and any expenses connected therewith as the Corporation may in its discretion reasonable attribute to their work in connection with or upon the Garchey or any other refuse system or the public services building)

(e) any other staff which the Corporation shall in its reasonable discretion employ

from time to time

9. The provision of refuse sacks for the collection of dry refuse
10. All such other matters whatsoever in relation to which the Corporation may reasonably incur or decide to incur any costs liabilities or outgoings in relation to the estate

#### **PART V**

11. All such other matters whatsoever in relation to which the Corporation may reasonably incur or decide to incur any costs liabilities or outgoings in relation to the Building

### **THE SIXTH SCHEDULE**

#### **(Further Covenants)**

- (1) The tenant will not do or allow to be done in or on the premises (or any property for the time being occupied or controlled by the tenant) anything whereby any insurance by the Corporation of the premises or the Building or any part thereof (or any other property for the time being owned by the Corporation) may be vitiated or prejudiced nor without the consent of the Corporation do or allow to be done anything whereby any additional premium may become payable for the insurance of the premises or the Building or any such other property
- (2) The tenant will not obstruct any balcony forming part of the premises (including any dividing doors or screens) nor place anything there which might be or become a danger nor do or permit anything which might impede escape from the premises or other premises in case of fire or other emergency
- (3) The tenant will use any Garchey refuse system installed in the premises at any time for the disposal of any wet or putrescible refuse provided that any refuse that cannot pass through the said system shall be disposed of in accordance with prior arrangement with and as directed by the Manager
- (4) The tenant will not do or permit or suffer to be done in or upon the premises or any part

thereof anything of an illegal or immoral nature or any act matter or thing which in the opinion of the Corporation may be or grow to be or become a danger nuisance or an annoyance to or to the prejudice of the Corporation its tenants or lessees or to the owners lessees or occupiers for the time being of any premises in the neighbourhood

(5) The tenant will not suffer the premises or any part thereof to be used for the purpose of any Exhibition of pictures or views or other things or any kind of show or spectacle to which admission shall be by payment or where although no payment be asked for admission to the premises any kind of payment or fee shall be charged or demanded after admission has been obtained or where the purchase of any article is made a condition of such admission but this covenant is not to limit prejudice or affect any other covenant herein contained

(6) The tenant will not keep or suffer to be kept any animal or bird on the premises

(7) The tenant will not at any time operate or play or suffer to be operated or played on the premises so as to be heard outside the premises any musical instrument or any electrical mechanical or other apparatus which produces or reproduces sound

(8) The tenant will not beat or suffer the beating of mats or carpets on the balcony forming part of the premises nor on the landings stairs corridors or any other part of the Building or permit or suffer any rubbish or other article whatsoever to be dropped or thrown from any part of the premises or any part of the Building or the balcony forming part of the premises

(9) The tenant will not carry on or suffer to be carried on upon the premises any manufacture trade or business whatsoever but will use the premises as a private dwelling in the occupation of one individual only and his or her immediate family and will at no time permit or suffer the premises to be occupied by more than Five persons

(10) The tenant will not at any time during the term affix or exhibit or permit to be affixed or exhibited upon any part of the premises any placard or advertisement nor place or fix or suffer to

be placed or fixed upon the exterior of the premises any wireless or television aerial blind window-box plant or thing whatsoever except with the prior written consent of the Manager and will not at any time obstruct the passages corridors or lifts of the Building with perambulators bicycles toys invalid chairs or any other articles whatsoever

(11) The tenant will not bring into or take away from the premises any furniture or bulky goods except between the hours of eight a.m. and sunset and then only by prior arrangement with the Manager

(12) The tenant will not park any motor vehicle or permit any visitor to the premises to park any motor vehicle within the environs of the Building unless authorised by the Manager so to do

(13) The tenant will not contract with the electricity board or any undertaking from time to time supplying electricity for the supply of electricity which is to be used for the provision of underfloor or other suitable background heating to the premises

Executed as a Deed by

in the presence of: -

Signature of Witness:

Name of Witness:

Occupation of Witness:

Address of Witness:

Executed as a Deed by

in the presence of: -

Signature of Witness:

Name of Witness:

Occupation of Witness:

Address of Witness:

COMPUTER / FINANCE	
PROPERTY Nos	132
TENANCY Nos	14135
CUSTOMER Nos	14540
AMT	210899
DATE	245337