

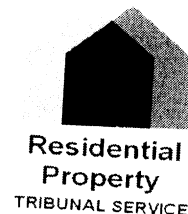
**LEASEHOLD VALUATION TRIBUNAL
LONDON RENT ASSESSMENT PANEL**

10 Alfred Place, London, WC1E 7LR

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The College of Law
14 Store Street
London
WC1E 7DE

Your Ref:

Our Ref: LON/00BE/LSC/2005/0048

Date: 12 December, 2005

Dear Sirs

**Re: 6 Walkynscroft Brayards Estate, Peckham, London, SE12 2BZ
Landlord & Tenant Act 1985 – Section 27A**

Following the application to the Tribunal concerning the above-mentioned property, the Tribunal have considered the matter and a copy of the document recording their decision is enclosed. A copy of the document is being sent to the other party/parties to the proceedings.

Any application from a party for leave to appeal to the Lands Tribunal must normally be made to the Leasehold Valuation Tribunal within 21 days of the date of this letter. If you are considering appealing, you are advised to read the note attached to this letter.

Yours faithfully

Mr Ezekwesiri Ani
Case Officer

Cc: Mr Sean Marquis

GUIDANCE ON APPEAL FROM THE LVT

1. The decision of the Leasehold Valuation Tribunal (LVT) is final and there is no power for the LVT to revisit or reconsider that decision. If you are dissatisfied with the decision of an LVT the statutory remedy is to appeal to the Lands Tribunal¹. This guidance explains how a party may appeal.
2. A decision and reasons may be issued together. Alternatively, a decision may be issued and reasons sent at a later stage. Appeal rights run from the date the written reasons are sent to a party².
3. In order to appeal a party must obtain permission to do so. Application for permission must first be made to the LVT. If the LVT refuse permission the application may be renewed to the Lands Tribunal.
4. An application for permission from the LVT must be made within 21 days of the date on which the reasons for the decision were sent to the party seeking to appeal³. The LVT has power to extend the time for seeking permission to appeal but no extension will be granted unless there is good and sufficient reason for it. **The LVT can only give an extension of time if the request is made before the expiry of the initial 21 days.**⁴
5. An application for permission to appeal and/or for an extension of time to seek permission should be made in writing and should clearly identify the decision concerned (including any reference number). An application for permission should also contain:
 - (a) the name and address of the applicant;
 - (b) the name and address of every respondent;
 - (c) the grounds of appeal against the decision in respect of which leave to appeal is sought;
 - (d) where the applicant is represented, the name, address and profession of the representative; and

¹ Commonhold and Leasehold Reform Act 2002, s.175.

² Leasehold Valuation Tribunals (Procedure)(England)Regulations 2003 (S.I. 2003 No.2099) reg.20(a).

³ Ibid.

⁴ Ibid. reg. 24

- (e) the signature of the applicant or his representative and the date the application was signed.
6. On receipt of an application for permission the LVT will serve a copy on every other party. To facilitate the process it would assist if sufficient copies were provided with the application for this purpose.
7. The LVT will give the parties written notification of its decision. If permission to appeal is granted then notice of appeal must be given to the Registrar of the Lands Tribunal within 28 days of the grant of permission. If permission is refused, a renewed application for permission may be made to the Lands Tribunal within 28 days of that refusal.⁵
8. The Lands Tribunal may not order a party to the appeal to pay costs incurred by another party in connection with the appeal unless that party has, in the opinion of the Lands Tribunal, acted frivolously, vexatiously, abusively, disruptively or otherwise unreasonably in connection with the appeal.⁶ In such a case the Lands Tribunal may not award costs in excess of £500

The Lands Tribunal may be contacted at:
Procession House
55 Ludgate Hill
London, EC4M 7JW
Tel: 020 7029 9781 Fax: 020 7029 9781
E-mail: lands@dca.gsi.gov.uk

Residential Property Tribunal Service

January 2004

⁵ The Lands Tribunal Rules 1996 (S.I. 1996 1022) as amended.

⁶ Commonhold and Leasehold Reform Act 2002, s.175(6).

6 WALKYNSCROFT BRAYARDS ESTATE PECKHAM LONDON SE12 2BZ

FACTS

1. The Tribunal was dealing with an application by the Applicant, Mr S Marquis, for a decision whether the Respondent landlord, London Borough of Southwark, had complied with the provisions of Section 20 Landlord and Tenant Act 1985 as amended ("the Act") and the Service Charges (Consultation Requirements)(England) Regulations 2003 ("the Regulations"). The Tribunal was also asked to determine whether the service charges to be levied by the Respondent in the service charge year 2004 in respect of replacement of Walkynscroft Brayards Estate London SE12 2BZ("the Building") were payable. The application has been made under Section 27A (1) of the Act. The Applicant is the son of the long leaseholder of Flat 6 Walkynscroft aforesaid ("the Flat")
2. A copy of the lease of the Flat had been produced to the Tribunal. The Applicant's obligations in relation to the payment of the service charge are set out in Clause 2(3) and the Third Schedule of the Lease and in the Respondent's obligations in relation to the provision of services are set out in Clause 4(2)-(9) and the Third Schedule of the Lease.
3. An oral pre-trial review was held on 20th April 2005 when directions were given requiring the parties to exchange statements. There was a hearing on 18th July 2005 when the Tribunal received a late request for adjournment from the Applicant's representative due to unforeseen personal circumstances. The Respondent had no objection to the request and in the light of exceptional circumstances as detailed by the Applicant's representative, the Tribunal agreed to adjourn to a later date convenient to the parties. In addition, the Tribunal having considered the papers made further directions requiring the Respondent to provide additional reports on the costing for the roof of the Building to include a sketch plan and also to provide a final figure for the cost of the roof. The hearing was adjourned to the 7th October 2005. The Respondent only provided additional information on the day of the hearing but the Appellant and the Tribunal were able to proceed to the hearing. Amongst the documents produced by the Respondent were the final account, a copy of which is annexed as Appendix 1 and the capital work recharges to the Leaseholders, annexed as Appendix 2.

MATTERS TO WHICH THE APPLICATION RELATES

4. The parties agreed that the matters to which the application relates are as follows:

(a) Whether the consultation provisions of Section 20 of the Act had been complied with

(b) Whether the following items are improvements rather than repairs

- Renewal of windows
- Construction of a new front entrance lobby
- Extension to the bin store
- Ramp being built for access to the tenant's office
- The provision of additional parking spaces
- The installation of insulation
- The provision of CCTV cameras to the ground floor lift lobby
- The replacement of existing front entrance doors and frames with security doors and frames in the individual flats
- The provision of floor coverings to all internal circulation areas
- The provision of a heat pump to the tenants office

(c) The cost of the roof repairs where damage may have been caused by a cabin installed by T-Mobile and the subsequent extension of the scaffolding to accommodate the cabin.

5. The Respondent conceded the following matters at the outset of the hearing:-

(a) Two coat roof covering with sheathing felt and promenade tiles - £28,400

(b) Road marking paint for the additional car parking spaces - £375

(c) Hand rail for the ramp to tenant's office - £4,000

(d) Heat pump to tenant's office - £6,500

(e) Additional scaffolding - £17,400

(f) CCTV cameras are not being installed in the lobby and have not been charged

6. The Tribunal are therefore dealing with the following matters listed in (b) above

- i. Renewal of windows
- ii. Construction of a new front entrance lobby
- iii. Extension to the bin store
- iv. The installation of insulation
- v. The replacement of existing front entrance doors and frames with security doors and frames in the individual flats
- vi. The provision of floor coverings to all internal circulation areas

INSPECTION

7. The Tribunal inspected the Building on 18th July 2005 in the morning in the presence of the Applicant and Messrs Joseph, Bowering and Kiernon of the Respondent London Borough of Southwark. At the Applicant's request an internal inspection of flat 6 was undertaken and the Tribunal viewed the internal common parts to the block and made an external inspection of the

block from ground level. The flat is within a 7 storey Local Authority 1960's built block containing 21 units on a small estate known as the Brayards Estate. The block has a common entrance at ground floor with both lift and staircase access to the upper levels. Off street parking and amenity space is provided to the block.

HEARING

8. The hearing took place on 10th October 2005 at 10 Alfred Place London WC1E 7LR. The Applicant was represented by Ms Charlotte Holt and Ms Vanessa Samuels of the College of Law and the Tribunal heard evidence from the Applicant, Mr Marquis and from Ms A Jam. The Respondent was represented by Mr J Joseph of the Leasehold Management Unit and the Tribunal heard evidence from Mr T Bowering, Building Surveyor employed by the Respondent, and Ms L Turff, Capital Works Manager in the Respondent's Leasehold Management Unit..

THE LAW

9. The Tribunal's jurisdiction is set out in Section 27A (1) of the Act as follows:-

(1) Where an amount is alleged to be payable by way of service charge an application can be made to a Leasehold Valuation Tribunal for a determination whether or not any amount is payable and, if so, as to

- (a) The person by whom it is payable
- (b) The person to whom it is payable
- (c) The amount which is payable
- (d) The date at or by which it is payable and
- (e) The manner in which it is payable

(2) Subsection (1) applies whether or not payment has been made

10. The Tribunal must also satisfy itself that the Respondent has complied with the consultation procedure required by Section 20 of the Act as set out in the Service Charges (Consultation Requirements)(England) Regulations 2003.

EVIDENCE AND DECISION

11. The Tribunal will deal with each of the individual items separately.

(a) Whether the consultation procedure required by Section 20 had been complied with.

12. The Respondent proposed to undertake major works at the Building, including window renewal, roof renewal, rewiring of lateral mains, redecoration, upgrade TV aerial, concrete and brickwork repairs, renewal of front entrance area and door entry system, renewal of flat entrance doors and common doors including the removal of asbestos panels and communal lighting. A Notice of Intention to undertake works was served

by the Respondent on 21st October 2003 (pages 30-32 of the Bundle) and the long leaseholders were given the opportunity of making written observations or nominating a contractor themselves and were given a deadline of 20th November 2003. They were also offered the opportunity to inspect the proposed specification of works. A notice of the estimates received was served on 23rd June 2004 (pages 33-39) setting out details of the contractors' names and the estimates provided by them. The Respondent proposed to appoint Standage & Co to undertake the works at a cost of £1,274,290.00. There was also a calculation to show the share attributable to each long leaseholder which was estimated at £38,412.82. The long leaseholders were invited to make representation by 26th July 2004.

13. The Applicant stated that he made attempts to view the estimates and was finally able to attend at the offices of the Respondent on 1st July 2004, after the closing date for representations to be made. He was not provided with two estimates but was only shown one estimate, which was subsequently amended, and a summary of another estimate. He was concerned that the estimate was not complete and that there may be changes and felt that he was not given an opportunity to consider the matter properly. The Applicant stated that he could not make representations as he was not given details of the works until after the consultation period had expired. During cross examination the Applicant stated that he was not residing at the Flat during the consultation period and that he had not received the correspondence. He also stated that he had informed the Respondent of his address but had not received either bills or any correspondence, all of which had been sent to the Flat when he was not there.
14. The Tribunal heard from Miss Lorna Turff. She outlined the procedure which had been adopted by the Respondent. The notice of intention served on 21st October 2003 was in fact served prior to the date the new regulations came into force but full consultation was provided. The procedure adopted by the Respondent in serving notices is that they are delivered by hand to the property and by post to any correspondence address notified by any long leaseholder. All the notices were within the scope of the Regulations. The long leaseholders were given an opportunity to comment and nominate their own contractor after the notice of intention was served and were given an opportunity to make representations after the second notice had been served. No representations were received from the Applicant after the first notice was served. The further notice was served on 23rd June 2004 and the Appellant did make representations and attended at the Respondent's offices on 1st July 2004 when, Miss Turf stated, he was shown a copy of the estimate from Standage and Co (pages 200-274) which was based on the tender document and also a copy of the price estimate from Connaught Ltd and that it was easy to ascertain the price from a comparison of the price estimate against the detailed estimate from Standage and Co. Miss Turf accepted that there was a communication from the Respondent stating that there was an arithmetical error (page

176) but since this was in favour of the Respondent, there would be no revision. There was a provisional sum included for any additional work that was found necessary. She said the Appellant had sent observations on 21st July 2004 which were dealt with by letter dated 29th July 2004 but the consultation period had elapsed. Ms Turff was satisfied that the obligations under Section 20 of the Act (as amended) had been fully complied with by the Respondent.

15. The Tribunal noted that there was no evidence provided by the Applicant that he had notified the Respondent of his change of address. The Respondent had explained the procedure adopted in serving notices and have no reason to doubt that the Respondent would have followed their accepted procedures in this case. The Applicant did not ensure that the Respondent had a correspondence address for him. He was shown a full specification which had been priced by Standage and Co and an identifiable pricing by Connaught Ltd. He therefore had adequate information to enable him to make observations and the fact that he thought that there may be changes to the specification should not have prevented him from making observations. He chose not to make observations, despite having the opportunity to do so. The Tribunal are satisfied that the consultation provisions required by Section 20 of the Act and the Regulations have been complied with.

(b) Improvements (i – vi)

16. The items listed under (b) (i – vi) above were considered by the Applicant to be improvements and thus should not be included in the service charge obligations but paid for by the Respondent. He considered that the windows were of an improved design to those previously in the Flat. The front entrance was a new addition and is therefore an improvement, as is the addition of a bin store which was not there before. Insulation had been installed which had not been there previously and this was an improvement. The front doors were not security doors and these have been replaced with a different type of door, constituting an improvement. The floor in the entrance lobby was previously concrete and they have now been tiled as have the walls which were previously painted. All of these are improvements and outside the scope of the service charges. The Tribunal will deal with each element separately

(i) Renewal of windows

17. Mr Joseph submitted that the definition of the Flat in the Lease made it clear that the windows were excluded and that there was an obligation on the part of the Applicant to contribute to the cost of replacement.

18. The Tribunal considered the terms of the Lease, which is at pages 5-29 of the Respondent's bundle. The description of the Flat on pages 1 and 2 of the Lease provides, inter alia:

“ ...excluding all external windows and doors and window and door frames.....”

The Respondent covenants to keep the structure and exterior of the Flat and the Building and to make good any defect in the structure in Clause 4(2).

19. The service charge provisions are set out in the Third Schedule of the Lease. Part 1 deals with the annual service charges and includes an obligation in paragraph 6(1) to pay a fair proportion of the costs and expenses set out in paragraph 7 of the Third Schedule which includes:

“(9) the installation (by way of improvement) of:

- (i) double-glazed windows (including associated frames and sills) in replacement of any or all of the existing windows of the Flat and the other flats and premises in the Building and in the common areas of the Building

20. The provisions of the Lease make it clear that the external windows and window frames are excluded from the demise of the Flat. Equally, it clearly states that the Applicant has an obligation to contribute towards the installation of double-glazed windows, which are stated to be improvements. The Lease is a contractual document and there is no ambiguity in the wording. After considering the evidence produced to the Tribunal, the Applicant conceded that the renewal of the windows, which he accepted needed repair, were within the scope of the Lease and properly chargeable to the service charge.

(ii and iii) Construction of a new front entrance lobby and extension to the bin store

21. The Tribunal heard from Mr Trevor Bowering who adopted his statement at pages 3-5 of the Respondent's bundle. He stated that there was no entrance lobby as such but a recess with an asbestos roof which he described as a “muggers paradise”. The Respondent had received complaints of anti-social behaviour and this had given rise to health and safety concerns. The decision was made to increase the size of the bin store and it was then lined up with the extended lobby. The new door was deemed to be more maintenance free. If the bin store had not been increased in size, additional bins would have to be located in the car park and additional visits by the Local Authority refuse department would have been required which would have incurred a cost chargeable within the service charges.

22. The Tribunal agrees that there is a greater amount of rubbish generated by modern living than previously. The Respondent extended the bin store to accommodate the additional bins required and, had the bins store not been extended, there would have been continuing annual charges for additional collections of refuse. The definition of “services” in the preamble to the Lease includes refuse disposal and the Respondent has acted reasonably in extending the bin store and the costs incurred are reasonably incurred. The existing entrance included a recess with an asbestos roof. According to the Respondent, and not disputed by the

Applicant, there was a danger to occupants of the Building due to the construction of the lobby. The asbestos required removal for health and safety reasons and, had the lobby not been extended, there would have been extensive repair works required to make good the removal and replace the doors. The Applicant did not produce any evidence to show what the cost of repairs would have been but in the Tribunal's view these would have been significant and bearing in mind the reconfiguration of the bin store, the costs incurred were not unreasonable and had been properly incurred and was not an improvement.

(iv) The installation of insulation

23. Mr Bowering told the Tribunal that the Respondent had added additional insulation externally when the new windows were installed. There had previously been no insulation in the bedrooms of the Building. There was some insulation in the cavity walls of the Building but this was blown. All new windows that were installed had to comply with current building regulations and the insulated panels were a requirement of the building regulations and the insulation was installed to comply with these.

24. The Tribunal noted that there had been insulation in the cavity walls which was no longer effective. It was accepted that there was a need to comply with building regulations when the windows were replaced and, bearing in mind that there had been some insulation, the installation of insulated panels was not an improvement.

(v) The replacement of existing front entrance doors and frames with security doors and frames in the individual flats

25. Mr Bowering stated that the entrance doors to the individual flats were lightweight doors with lightweight frames. There was a history of the doors being kicked in and the doors were old and beyond their useful life. He said they needed to be replaced with sturdier door frames. The Applicant did not make any comments about the doors.

26. The Tribunal considered that the maintenance of the doors fell within the service charge obligations. The evidence of Mr Bowering concerning the need for the doors to be replaced was accepted by the Tribunal. The Applicant did not deny the statement that the doors were regularly kicked in. The Tribunal finds that the doors were in poor condition and at the end of their useful life. No evidence was provided by the Applicant of the cost of non-security doors and the Respondent had acted responsibly in installing doors which would withstand harsh treatment better than the existing doors. Although the cost of security doors may be greater, which has not been established, the maintenance of more robust doors would be less and this is a factor which the Tribunal has taken into consideration when reaching its decision. The installation of security doors and frames was reasonable and was not an improvement but a repair which took modern requirements into consideration and required less maintenance.

(vi) The provision of floor coverings to all internal circulation areas

27. The Applicant had complained that the new floor and wall coverings were improvements as they were of a far higher standard than those that were being replaced. Mr Bowering told the Tribunal that the floors were screeded and they had proved difficult to clean. The surface was cracking and needed major repair. It had been decided to lay vinyl on the upper floors and quarry tiles on the ground floor as there was greater traffic at that level. The low maintenance and easy cleaning had been one of the considerations when the decision was made. The Applicant pointed out that the lift had needed adjustment in view of the fact that the tiles had raised the level of the floor but Mr Bowering said that this would fall within lift maintenance and that lifts levels needed to be adjusted periodically in any event.
28. The Tribunal noted that the floor had been screeded and was in need of repair. It is accepted that screeded floors are vulnerable to cracking and are difficult to keep clean. Modern floor coverings such as vinyl are easier to clean and the general maintenance of a vinyl covered or tiled floor will be lower than that of a screeded floor. There will be a significant improvement to the appearance and ease of maintenance of the entrance halls. The Appellant has not given any evidence as to the cost of repairing the screeded floor but in the Tribunal's opinion; this would be considerable as extensive repairs would have been required to repair the screed. Taking all the factors into account, the Tribunal considers that the covering of the screeded floors with vinyl and quarry tiles would be reasonable and would not constitute an improvement. The cost of the floor coverings was £11,500 and the cost of the quarry tiles was £1500.
29. The Respondent provided details of the amounts chargeable. The original total sum was shown within the Section 20 Notice on page 102 of the Bundle as £1,274,490.00 with the rechargeable block cost of £833,653.73. The anticipated final account (Appendix 1) shows a figure of £1,252,933.00. The amount that was not rechargeable was £517,880.16 leaving a balance of £735,112.84 (Appendix 2)

DECISION

30. The Tribunal's decision is shown in the table below for clarity

Conceded by the Respondent

<u>ITEM IN QUESTION</u>	<u>CLAIM</u>	<u>DISALLOWED</u>	<u>ALLOWED</u>
	£	£	£
Roof covering	28,400.00	28,400.00	Nil
Road Marking for parking	375 .00	375.00	Nil
Handrail to tenant's room	4,000.00	4,000.00	Nil
Heat Pump	6,500.00	6,500.00	Nil
Extra scaffolding	17,400.00	17,400.00	Nil
CCTV camera to entrance	no charge		
TOTAL SERVICE CHARGE CONCEDED:			56,675.00
Determined by the			

Determined by the Tribunal

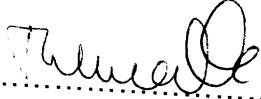
Original estimate (page 102)	1,274,490.00
Block cost	833,653.73
Anticipated final account (Appendix 1)	1,252,933.00
Less non-rechargeable items (Appendix 2)	517,880.16
TOTAL SERVICE CHARGE ALLOWED:	<u>735,112.84</u>

31. The Appellant's contribution has been calculated by calculating the number of habitable rooms in the Flat as a proportion of the total number of units in the Building. The Flat has been assessed as having four habitable rooms, being a two bedroom flat and there are 103 properties in the Building. The Appellants contribution is calculated as follows:

4/103 x £	£
Supervision fee	28,548.07
Management at 10%	2,469.40
	<u>2,854.80</u>
TOTAL	<u>33,872.27</u>

Section 20C of the Act

32. No application was made by the Applicant for an order under Section 20C of the Act to the effect that the costs of these proceedings are not proper costs to be included in the service charges. However, it is within the knowledge of the Tribunal that the Respondent does not include costs in relation to proceedings in the Tribunal within the service charges and in the circumstances it is not necessary to make such an order.

CHAIRMAN.....

DATED : 16th November 2005

Southwark Building Design Service

Anticipated Final Account

Brayards Estate Phase 2 - Walkynscroft

16/09/2005

Job No. 7220.2 - South Team

CONTRACT INSTRUCTIONS

CI	Item	Omit	Add
1	1 Take possession of site		
	2 Omit 8/65/A Contingency Sum	0.00	0.00
	3 Omit 8/65/B Provisional Sum general building repairs	42,000.00	20,000.00
	4 Omit 8/65/C Provisional Sum additional masonry repairs	7,000.00	0.00
	5 Omit 8/65/D Provisional Sum asbestos removal	15,000.00	0.00
	6 Remove asbestos discovered during works	7,000.00	0.00
	7 Omit 8/65/E Provisional Sum mesh screens to lift lobbies	0.00	7,000.00
	8 Mesh screens to lift lobbies	11,000.00	0.00
	9 Omit 8/65/F Provisional Sum supply only kitchen units	0.00	9,000.00
	10 Supply only kitchen units	55,000.00	0.00
		0.00	60,000.00
2	1 Omit 8/65/G Provisional Sum remove back boilers & tanks	6,500.00	0.00
	2 Remove back boilers & tanks	0.00	7,200.00
	3 Omit 8/65/H Provisional Sum main entrance sign	4,000.00	0.00
	4 Main entrance sign	0.00	4,000.00
	5 Omit 8/65/J Provisional Sum floor indication signs	5,000.00	0.00
	6 Floor indication signs	0.00	2,500.00
	7 Omit 8/65/K Provisional Sum dry riser replacement	16,000.00	0.00
	8 Replacement dry riser	0.00	12,000.00
3	1 Omit 8/65/L Provisional Sum heat pump	6,500.00	0.00
	2 Heat pump to tenant's room	0.00	6,500.00
	3 Omit 8/65/M Provisional Sum cable diversions	6,500.00	0.00
	4 Omit 8/65/N Provisional Sum cable trays	5,000.00	0.00
	5 Cable trays	0.00	5,000.00
	6 Omit 8/65/P Provisional Sum lift stop adjustment	2,000.00	0.00
	7 Lift stop adjustment	0.00	2,000.00
	8 Omit 8/65/Q Provisional Sum office equipment	3,500.00	0.00
	9 Office equipment	0.00	0.00
4	1 Omit 8/65/R Provisional Sum new crossover for refuse collectio	3,000.00	0.00
	2 Omit 8/65/S Provisional Sum external drainage works	4,500.00	0.00
	3 External drainage works	0.00	4,500.00
	4 Omit 8/65/T Provisional Sum sample panels and spare materia	3,000.00	0.00
	5 Omit 8/65/U Provisional Sum site signboard	1,000.00	0.00
	6 Site signboard	0.00	600.00
	7 Omit 8/65/V Provisional Sum Residents Liaison Officer	25,000.00	0.00
	8 Residents Liaison Officer	0.00	21,200.00
	9 Omit 8/66/A-F Dayworks	4,875.00	0.00
Carried forward £		233,375.00	161,500.00

Brayards Estate Phase 2 - Walkynscroft

Job No. 7220.2 - South Team

16/09/2005

CONTRACT INSTRUCTIONS

CI	Item		Omit	Add
		Brought forward £	233,375.00	161,500.00
5	1	Omit 8/65/W Provisional Sum additional glazed ceramic tiling		
	2	Additional glazed ceramic wall tiling to kitchens/bathrooms	40,000.00	0.00
	3	Omit 8/65/X Provisional Sum design & provide temporary roof	0.00	30,000.00
	4	Design & provide temporary roof	40,000.00	0.00
	5	Omit 8/2/A-8/5/J provisional concrete repairs	0.00	35,374.00
	6	Remeasure concrete repairs	15,303.00	0.00
	7	Omit 8/6/D-M provisional grey coloured brickwork repairs	0.00	20,000.00
	8	Remeasure grey coloured brickwork repairs	13,274.00	0.00
	9	Omit 8/7/A-F provisional light coloured brickwork repairs	0.00	10,000.00
	10	Remeasure light coloured brickwork repairs	5,985.00	0.00
			0.00	4,000.00
6	1	Omit 8/7/G provisional hack off and relaunch 4No. Chimneys		
	2	Hack off and relaunch 4No. Chimneys	400.00	0.00
	3	Omit 8/13/B-F provisional cover strips and window boards	0.00	1,000.00
	4	Remeasure cover strips and window boards	2,970.00	0.00
	5	Omit 8/32/A-8/35/C kitchen refurb 1,5,9,13,17,21,25	0.00	2,970.00
	6	Remeasure kitchen refurb 1,5,9,13,17,21,25	24,339.00	0.00
	7	Omit 8/36/A-8/39/C kitchen refurb 2,14,18,22,26	0.00	24,339.00
	8	Remeasure kitchen refurb 2,14,18,22,26	17,992.00	0.00
			0.00	17,992.00
7	1	Omit 8/40/A-8/43/C kitchen refurb 3,7,11,19,23,27		
	2	Remeasure kitchen refurb 3,7,11,19,23,27	23,726.00	0.00
	3	Omit 8/44/A-8/47/C kitchen refurb 4,8,12,16,20,24	0.00	23,726.00
3A	4	Remeasure kitchen refurb 4,8,12,16,20,24	19,102.00	0.00
	5	Omit 8/48/E new boilers	0.00	19,102.00
	5	Replace boilers to flats as instructed	53,250.00	0.00
			0.00	50,000.00
8	1	Omit 8/49/A-8/51/K bathroom refurbs (24 No)		
	2	Remeasure bathroom refurbs (24 No)	63,199.00	0.00
	3	Omit 8/53/G-N excavation and backfilling	0.00	63,199.00
	4	Remeasure excavation and backfilling	3,274.00	0.00
	5	Omit 8/54/A concrete foundations	0.00	3,274.00
5A	6	Remeasure concrete foundations	1,260.00	0.00
	6	Omit 8/58/E Provisional Sum additional work digital TV aerial	0.00	1,260.00
	7	Omit 8/59/E Provisional Sum additional work lightning protect	1,500.00	0.00
	8	Omit 8/61/M Provisional Sum bwic controlled entry	750.00	0.00
			2,250.00	0.00
Carried forward £			561,949.00	467,736.00

Brayards Estate Phase 2 - Walkynscroft

16/09/2005

Job No. 7220.2 - South Team

CONTRACT INSTRUCTIONS

CI	Item		Omit	Add
		Brought forward £	561,949.00	467,736.00
9	1	Omit 8/63/F Provisional Sum elect install etc. to pram shed		
	2	Omit 8/63/G Provisional Sum elect install to external works	6,000.00	0.00
	3	Omit 8/63/H Provisional Sum roof lighting	6,750.00	0.00
	4	Omit 8/63/J Provisional Sum additional electrical works	2,750.00	0.00
	5	Omit blast clean concrete surfaces	6,750.00	0.00
	6	Water pressure clean concrete surfaces	3,300.00	0.00
	7	Omit high level window to extract	0.00	2,250.00
	8	Block up opening to suit extract ducting	1,008.00	0.00
	9	Omit polyester powder coating to bin store doors	0.00	550.00
	10	Stainless steel strip to bin store doors	200.00	0.00
			0.00	400.00
10	1	Replace defective floor Flat No.2 (Invoice Client)		
	2	T-Mobile - Cantilever scaffold details	0.00	0.00
	3	T-Mobile scaffold weekend working details	0.00	12,650.00
	4	Confirm CoW Inst No. 6151, soil stack repairs	0.00	4,500.00
	5	Confirm CoW Inst No. ?, heating leak Flat No.2 (Invoice Client)	0.00	350.00
			0.00	0.00
11	1	Provide 15m ³ locable walk in skip for block residents		
	2	Confirm Kingspan roof insulation layout	0.00	1,200.00
	3	Confirm glass block design	0.00	0.00
	4	Dark blue glazed bricks as drawing	0.00	0.00
			0.00	0.00
12	1	Southern Gas Networks to modify gas main		
			0.00	11,684.00
ITEM 1 CONTRACT INSTRUCTIONS £			588,707.00	501,320.00

Brayards Estate Phase 2 - Walkynscroft

16/09/2005

Job No. 7220.2 - South Team

CONTRACT INSTRUCTIONS TO BE ISSUED

Item		Omit	Add
1	Drip sections over windows	0.00	3,000.00
2	External works lighting	0.00	6,750.00
3	Builders work in connection with controlled entry	0.00	6,000.00
4	Additional electrical works	0.00	4,000.00
5	Underground cable diversions	0.00	5,000.00
ITEM 2		0.00	24,750.00

CONTRACT INSTRUCTIONS TO BE ISSUED £

Brayards Estate Phase 2 - Walkynscroft

16/09/2005

Job No. 7220.2 - South Team

CONTRACTURAL CLAIMS

Item			Omit	Add
1	Delay due to T Mobile works	4 weeks	0.00	13,780.00
2	Delay due to Southern Gas Networks	8 weeks	0.00	27,560.00
ITEM 3			0.00	41,340.00
CONTRACTURAL CLAIMS £			0.00	41,340.00

Brayards Estate Phase 2 - Walkynscroft

16/09/2005

Job No. 7220.2 - South Team

Client: Parkside Neighbourhood
 Contractor : Standage Ltd
 Contract Sum : £1,274,290.00
 Contract Start Date : 20/09/2004
 Contract Period : 43 weeks
 Proposed Completion : 15/07/2005
 Actual Completion :

ANTICIPATED FINAL ACCOUNT

Item		Omit	Add
	CONTRACT SUM		1,274,290.00
1	Contract Instructions	588,707.00	501,320.00
2	Contract Instructions to be issued	0.00	24,750.00
3	Contractual Claims	0.00	41,340.00
		588,707.00	1,841,700.00
			588,707.00
ANTICIPATED FINAL ACCOUNT £			1,252,993.00

SUMMARY

Item		£
I	Contract Sum	1,274,290.00
II	Additional Funding	0.00
	TOTAL APPROVAL	1,274,290.00
	ANTICIPATED FINAL ACCOUNT	1,252,993.00
CURRENT ANTICIPATED UNDERSPEND ON APPROVAL £		21,297.00

