

Leasehold Valuation Tribunal For The London Rent Assessment Panel
LON/00AT/LSC/2005/0041

Landlord and Tenant Act 1985 (as amended) Section 27A

Property: **Flat 1, 225 Westmacott Drive Feltham Middlesex TW14 9XB**

Applicant: **Ms Vesna Cvetek** **(Tenant)**
In person

Respondent: **Thames Valley Housing Association Ltd** **(Landlord)**

Represented by: **Ms J. Greenwood (Regional Leasehold Services Manager)**
Ms A Saeed (Leasehold Management Officer)
Mr B. Willcocks (Project Manager)

Hearing: **22nd June 2005**

Members of the Tribunal:

Mr L. W. G. Robson LLB(Hons) MCIArb. (Chairman)

Mr D. D. Banfield FRICS

Mrs M. B. Colville JP LLB

Preliminary Matters

1. This case relates to an application made under section 27A of the Landlord and Tenant Act 1985 (as amended). The Applicant seeks determination of the reasonableness of service charges demanded since she purchased the flat on 28th January 1998 to 31st March 2004, including the general service charges and also cyclical redecoration carried out in the service charge year 2000/1 which the Respondent claims are payable by the Applicant under the terms of a lease of the property dated 28th January 1998 (the Lease). A copy of the Lease is attached to this decision as Appendix A.

2. At the Pre-trial Review on 28th April 2005 Directions were given relating to the following matters in dispute:
 - a) The correct apportionment of the sums due in respect of the building and the estate in which the property is situate in accordance with the lease.
 - b) The reasonableness of service charges relating to cleaning, lighting of the common parts, insurance, audit fees, fire damage repairs, management fees for

- the period commencing 24.1.98 and ending at today's date, and also the costs of cyclical decoration in 2001.
- c) An Application under s.20C of the 1985 Act that the Respondent Landlord should not be entitled to add the costs of these proceedings to the service charge of the property, that the Respondent refund the Applicant's application fees and pay her costs of the application.

Inspection

3. The Tribunal inspected the property on the morning of the hearing in the company of the Applicant, Ms Greenwood, Ms Saeed, and Mr Willcocks.
4. The property is a ground floor flat in an L shaped two/three storey block of flats and maisonettes built in about 1985 in an area of similar properties. The main structure is of brick under a tiled roof. The development has its own drive and parking area. Near the parking area is a largish square panel fenced enclosure screening the bins. The front of the building has been landscaped with trees and shrubs around the edge with the rest laid to lawn. At the back of the building was a large public open space. Recently a hedge has been planted on the boundary of this development by the lessees with the intention of screening it off from the rest of the open space to provide privacy. Also on this side of development is a paved drying area which has been screened with a six foot panel fence. The development was quite attractive, looked quite neat and tidy and the lawns had apparently been cut within the last two weeks.
5. Flat 1 is in the two storey part of the building at one end of the L shape. Access is gained via a covered parking area which looked like a large garage with no doors. At the back of the garage a door with glass panels gives access to the drying area on the other side of the building. We did not inspect the other door to the drying area, but understand that it is situated to the side of the Applicant's parking area.
6. On enquiry we discovered that the flat and garage had originally been built as accommodation for a disabled person, and also that the garage was demised as part of the Flat. We did not inspect the flat or the common parts of the development internally, although we noted the entrance to the internal common parts, which is well away from Flat 1.
7. The wooden window and door frames were all single glazed. The paintwork was peeling badly, and was clearly in need of redecoration which we were informed was due this year. The paintwork had not been particularly well done on the previous decoration, although after five years it was still just about serviceable. The bin store panels looked quite new, and we noted more than one latch on the pedestrian gate. A vehicular gate gave access from the store to the road. The somewhat limited external lighting was noted.

Hearing

8. At the hearing the Applicant also disputed liability to contribute to certain miscellaneous items of repair and maintenance which she considered had been misallocated to her service charge.
9. The Tribunal informed the parties that it had no jurisdiction to deal with Ms Cvetek's claim in her application for an abatement of rent pursuant to Clause 6(6) of the Lease relating to the bin store being unusable.
10. At the hearing the following agreements and admissions were made:
 - a) The Respondent conceded that the service charges for the subject property had not been allocated in accordance with the Lease, and thus the charges for cleaning and lighting the common parts and fire precautions should not have been added to the service charge.
 - b) Certain other invoices had been wrongly charged to the repairs and service charge. The Applicant agreed that the insurance charges were not now in dispute.
 - c) Relating to the Section 20(c) application, Ms Greenwood on behalf of the Respondent confirmed that it did not make a practice of charging the costs of this type of proceeding to service charges, and would not do so in this case. However she resisted the application that the Respondent should refund the Application fees and the Applicant's costs.
 - d) Ms Greenwood submitted revised summaries of the Service charges for the year in question as item 149 of the Landlord's bundle. That item included copies of the original audits and recalculated audits in accordance with those items that the Respondent had conceded. It formed the basis of the submissions and discussions at the hearing, and a copy is attached hereto as Appendix B. Ms Greenwood noted an error in the calculation for the year ending 31st March 1998 in that the Respondent had only been invoiced £30.74 for that period, while the apportioned 2 month period actually amounted to £52.10.
11. The Tribunal heard evidence relating to the matters which are dealt with by subject below. Ms Cvetek's written submissions were very detailed but at times rather difficult to follow. It directed that the hearing should proceed with Ms Greenwood making her case for the Respondent landlord to justify the charges made and deal with the queries made by Ms Cvetek in her application dated 27th February 2005 and supplemented by her statement of case dated 9th June 2005. Ms Cvetek was also invited to make further points at the hearing relating to each item as it was discussed.

Claim that Landlord should have contributed to the sinking fund for period prior to Applicant's purchase of the property

12. In the conclusion of her statement of case attached to her letter of 9th June 2005 and clarified at the hearing itself, Ms Cvetek submitted that the Respondent should have paid an amount into the sinking fund for the cyclical redecoration for the period prior to her occupation in 1998, in accordance with Clause 7(7) and Clause 7(4)b of the Lease.

Ms Greenwood submitted that the valuation of the property in 1998 would have taken that issue into account.

13. The Tribunal considered that Ms Cvetek's submission was misconceived for two reasons. Firstly Clause 7(4)b refers to a reserve for matters which are likely to arise "during the then unexpired term of this Lease". Clearly a period prior to the grant of the Lease cannot be during the unexpired term of it. However even if the Tribunal's view on that matter is incorrect, without evidence to the contrary, the valuation of the property must be deemed to have taken into account the state of the building at the time of purchase, rather than any previously better state.

Repair items misallocated to the service charge.

14. Ms Cvetek noted two repair items relating to the service charge in the year ending 31st March 1998 which had been incurred before she became a lessee, relating to broken glass in the garage door at Flat 1 and a broken meter cupboard at Flat 1. Also She queried whether these items related to her property at all. Ms Greenwood explained that these items were part of the service charge for the whole year, which had then been apportioned to Flat 1 with a reduction for the period that Applicant had not been in residence. Effectively she should have been charged for two months during that year. Ms Greenwood also acknowledged an error in the service charge demand for that year (see below). Ms Greenwood stated that she had no other information relating to these invoices because they had not been queried before.
15. The Tribunal considered that the apportionment had been applied correctly and that in the circumstances it should take the descriptions on the service charge summary at face value. The items were stated to relate to Flat 1, neither Ms Cvetek nor the present staff of the Respondent had personal knowledge of the items concerned and thus it seemed inappropriate for the Tribunal to go behind the summary.
16. Ms Cvetek queried the Thames Valley invoice dated 5th April 2004. In the summary it was described as a repair of the bin store door, but the invoice itself (No. 64 in the bundle) referred to replacing stiles and repainting. In her view this item actually related to a door in the common parts of the main building and should be allocated to the service charge of Flats 3-11, not the estate service charge. Also she queried another invoice from Burfield Construction dated 17th April 2003. She considered that the latch of the bin store door should have been part of the insurance claim. It should not have been charged separately. In her view this had arisen through failure of the Respondent to check the remedial work subject to the insurance claim.
17. In response to questions from the Tribunal, Ms Greenwood acknowledged that the invoice dated 5th April 2004 was probably misallocated since it was clear from our inspection that the bin store door was unpainted. There was some discussion at the hearing between the parties and the Tribunal as to what latches had been on the bin store door prior to the fire. There was also some doubt as to which door was concerned. Ms Cvetek considered the gate concerned was the pedestrian gate, but the bin store also had

a double gate for vehicular access. She was unaware of the closing arrangement for that gate. The Tribunal concluded from the evidence that it was more likely that the work related to an addition and repair of one of the gates, rather than an item omitted from the insurance claim. In that case the item was correctly allocated to the estate service.

18. Ms Cvetek raised a question about an amount of £12.73 per unit she considered had been added to the service charge for the years 1998/9 as an “other cost”, in paragraph 6 of her application and also at the hearing. However she was unable to find any reference to this figure in the papers, and the Chairman advised her that without any evidence of the figure concerned, the Tribunal could not pursue it.
19. In the account for the year 2001/2 Ms Greenwood drew attention to a charge for repairing the glass door from Ms Cvetek’s parking area to the communal drying area (see Burfield Construction invoice S/47822 dated 30.1.02 for £189.49) which she considered was incorrectly allocated to the (revised) service charge account. Ms Greenwood considered that the door concerned was within the Applicant’s demise and therefore the full cost should be added to Ms Cvetek’s account, not apportioned through the service charge.
20. The Tribunal decided that it was appropriate for the account to be corrected.

Gardening

21. Ms Cvetek submitted that the gardening charges were too high, and that these charges were not properly distinguished from the cleaning of the common parts of Flats 3-11. As the same company did both, she considered that some cleaning costs were being effectively charged to the gardening. Further no gardening was done in the winter period but it was being charged. The gardener was supposed to clean and weed the drying area, but he since the lock had been changed he had no key to that area. Ms Cvetek said that she had in fact been doing it herself this year. Previously another resident had done it.
22. Ms Greenwood stated that the gardening and cleaning costs were in fact split 70/30 as was clear from the break down in Item 149 and also the invoices. No copy of the contract with the company concerned was available, but she stated that the contracts for the estate were competitively tendered. The gardener was supposed to tidy the garden and prune the shrubs during the winter.
23. The Tribunal decided that the gardening costs were reasonable for the work done.

Cyclical redecoration and repairs

24. Ms Cvetek queried the standard of this work done in 2000 and also whether the costs were reasonable. She disputed whether there were any exterior lights to be maintained. She considered the lights referred to were in the common parts of Flats 3-11 and not part of the estate service charge. The painting had not been done to a satisfactory standard. The painters had only used two coats of paint when they should have used 3 coats. The Residents Association Minutes dated 11th May 2005 (attached to Ms Cvetek’s statement of 9th June) made it clear that the previous decoration had been of poor quality. She had

complained to the previous Director of the Respondent and the Ombudsman about it. The Respondent had failed to consult or give her sufficient evidence of the tendering process and thus should not be entitled to charge for the work

25. Mr Willcocks for the Respondent produced a copy of the notes made by the surveyor who had checked the job at the time. His note of 7/11/00 stated that the job had been finished to a good standard of workmanship, and his note of 2.2.01 was to a similar effect. Mr Willcocks also produced copies of six questionnaires relating to this work returned by residents. He said that all residents had been sent a copy, although Ms Cvetek disputed that she had received one. Six questionnaires had been returned. The Tribunal noted that four of the six questionnaires broadly expressed satisfaction, subject to some minor matters. The others expressed dissatisfaction with matters unrelated to the decorating contract.
26. The Tribunal saw the state of the decoration as noted in the report of its inspection noted above. On checking the notes made by members it was satisfied that external lights were present on inspection. Also various documents in evidence referred to existing external lighting including the Minutes of the Residents Association dated 11th May 2005. It took into account that it was being asked to determine the state of the decoration at a time five years prior to its inspection. It accepted that the Respondent had always been dissatisfied with the standard but there was no evidence of failure to comply with the specification. The decorations were not in a dire state five years later, and a majority of residents who had replied to the questionnaire at the time of the work were satisfied. The minutes of the Residents Association were not contemporary with the matter complained of and were of little evidential value relating to that matter. It decided that that it would be inappropriate to conclude that the works were not done to a reasonable standard
27. The Tribunal also noted that there was evidence of a proper tendering process in the papers produced to it, and a copy of an apparently valid notice under Section 20 of the Landlord & Tenant Act 1985 dated 25th April 2000 addressed to the Applicant. The Tribunal decided that the costs appeared reasonable for the work done and there was no evidence of defective procedure. Consequently it found that the cost of the cyclical decoration charged to the service charge was reasonable.

Audit Fees

28. Ms Cvetek in her original application submitted that the Respondent was only obliged to audit its accounts if its profits exceeded £340,000 and therefore the company should pay the fees out of its own gross profit. She did not pursue the point in her statement of 9th June, but the matter remains outstanding as there has been no agreement between the parties relating to it.
29. In response to questions from the Tribunal Ms Greenwood confirmed that the accounts for this property were properly audited and the Respondent had obtained certificates. The certificates dealt with interest received on the sinking fund. She had not thought it necessary to bring the certificates with her. However she stated that the auditors' fee accounts show a figure for each scheme they are auditing. Westmacott Drive was one

such scheme. She was unaware as to how the auditors arrived at the fee figure for each scheme. However the audit contract was competitively tendered and she knew that the auditors had changed recently. The contribution to the audit fee was the same for each leaseholder.

30. The Tribunal considered that the Applicant's submission was misconceived. The audit concerned does not relate to the Respondent's own company accounts but to the accounts relating to the service charges of the properties it manages in accordance with its lease obligations. In the Tribunal's knowledge and experience the amount of the fee charged was not inconsistent with the market rate for such charges and therefore it decided that the charge was reasonable.

Management Fees

31. Ms Cvetek submitted that the management fees were too high and that no invoices had been produced upon which she could comment.
32. Ms Greenwood agreed that no invoices were available. Invoices were not produced. However an internal calculation was done by the Respondent of its management costs, then apportioned to each unit. She produced a copy of a document headed "Policy Service Charge Review" which she said had been sent to tenants confirming that "100%" owners were entitled to a 20.2% discount on the standard charge to reflect the reduced need for management. In fact the document referred generally to a very complex calculation which was very difficult to follow.
33. She drew our attention to two recent LVT decisions; LON/OBD/LSL/2004/0046 and LON/OOAW/LSL/2004/0016? She considered that the Tribunals in those cases had accepted the basis for calculating these costs. Further, the Respondent benchmarked through Housemark which was an accepted tool used to check its performance. The Respondent was also a member of the London Home Ownership group. In response to questions from the Tribunal asking if the cost at one third of the total service charge was not too high, Ms Greenwood stated that the charge was based on cost alone, and they were good value because they did not charge leaseholders for other items, e.g. giving consents to assignment.
34. The Tribunal considered that the cases referred to by Ms Greenwood were not as clearly in the Respondent's favour as she had suggested. In one case the basis for charging had been accepted by reference to a letter which was not attached to the decision. In the other case (LON/OBD/LSL/2004/0046) evidence was given of a unit charge of £165 per annum as a benchmark for a group of 20 social landlords in 2004. The Respondent's unit charge in that case of £175 per annum was accepted but described as being on the high side, and reduced by 20% for two years when the service was considered to be inadequate.
35. The Tribunal noted the shortcomings of the Respondent's procedures for explaining the charges, but decided that the figures charged in this case were reasonable for the work

done. The management charges varied between £145-£175 per unit per annum during the years in question, and the management was of a fairly active nature.

Calculations

36. The Tribunal's calculations of adjustments to the service charges pursuant to its decisions made above are attached hereto as Appendix C.

Section 20C Application

37. Ms Cvetek applied for an order under Section 20C of the Landlord & Tenant Act 1985 that the Respondent landlord should not be entitled to charge its costs of this application to the service charge. This order is granted pursuant to Ms Greenwood's confirmation noted at paragraph 5 above.

Other Costs

38. Ms Cvetek had received full abatement of the fees charged by the Tribunal, therefore no question of reimbursement of those fees arises under Regulation 9 of the Leasehold Valuation Tribunals (Fees)(England) Regulations 2003.
39. MsCvetek requested the Tribunal to exercise its discretion under paragraph 10(2)(b) and 10(3) of Schedule 12 to the Commonhold and Leasehold Reform Act 2002 and order the Respondent to pay costs equivalent to her expenses of the application which she calculated at £17.99 each for two ink cartridges, £18.00 for travel, and postage of two recorded delivery letters, although she could not remember the cost of the letters. She stated that she had been chasing the Respondent about the matter for six years. She had written many letters and until the application was made she had been ignored. It was difficult to get information out of the Respondent. She had tried to meet with them to discuss the situation but felt that they had tried to force her into accepting their view of the service charges.
40. Ms Greenwood admitted that the Respondent had been acting under a misapprehension as to the service charge percentages stated in the Lease, but submitted that the Respondent had been quick to remedy the situation once it discovered the error. The Respondent was trying hard to put things right. The Respondent was not unresponsive. It attended Residents' meetings. Ms Saeed confirmed that the meeting to try and resolve the matter had taken place before the Respondent's error was discovered.
41. The Tribunal considered that it should exercise its discretion to award costs against a party sparingly. The Respondent claimed it had been let down by its professional advisers who had failed to advise upon the service charge provisions correctly, although the Tribunal was surprised that copies of individual leases were not kept and checked by the Respondent itself. From the evidence given at the hearing it was clear that the Respondent did not comply with the RICS "Service Charge" Residential Management Code, as it should do. The information it provided to leaseholders was complex and unnecessarily opaque. This could easily be remedied by use of the Code. Nevertheless the Tribunal concluded that an award under Paragraph 10 should normally only be made in cases where the party concerned had been guilty of considerable moral turpitude or wilful failure to comply with Directions of the Tribunal. The Respondent in this case did

not fall into that category. It appeared to have been rather slow and inefficient on occasions, but there was no evidence of bad faith. The Tribunal decide not to make an order against the Respondent.

Signed:  L. W. G. Robson
(Chairman)
Dated:  2005

Appendix A

Copy of Lease dated 28th January 1998 – see attached

Appendix B

Item 149 of the bundle – see attached

Appendix C

The Tribunal's calculation – see attached



THAMES VALLEY
HOUSING ASSOCIATION LIMITED

Shared Ownership Lease (Flat)

NIL
DPS

PARTICULARS

Landlord

Thames Valley Housing Association Limited whose registered office is at Premier House, 52 London Road, Twickenham, TW1 3RP

Leaseholder

Vesna Cvetek

Building

The Building shown edged in purple on the Plan comprising flats 2, 225 Westmacott Drive, Feltham being registered with other land at H.M. Land Registry under Title Number AGL44154

Premises

Flat 1, 225 Westmacott Drive, Feltham shown edged red on the Plan on the ground floor of the Building and including the fixtures and fittings therein

Initial Market Value

the sum of £ 55,000.00

Premium

the sum of £ 27,500.00

Initial Percentage

50 %

Gross Rent on Commencement Date

£ 2,310.00 per annum

Specified Rent

£ 1,155.00 per annum and any other sum that may be payable pursuant to the provisions of the Fourth Schedule hereto

Initial Relevant Percentage

50 %

Block Specified Proportion of Service Charge

50%[1/2]

Estate Specified Proportion of Service Charge

9.09% [1/11th]

Commencement Date

24th June 1995

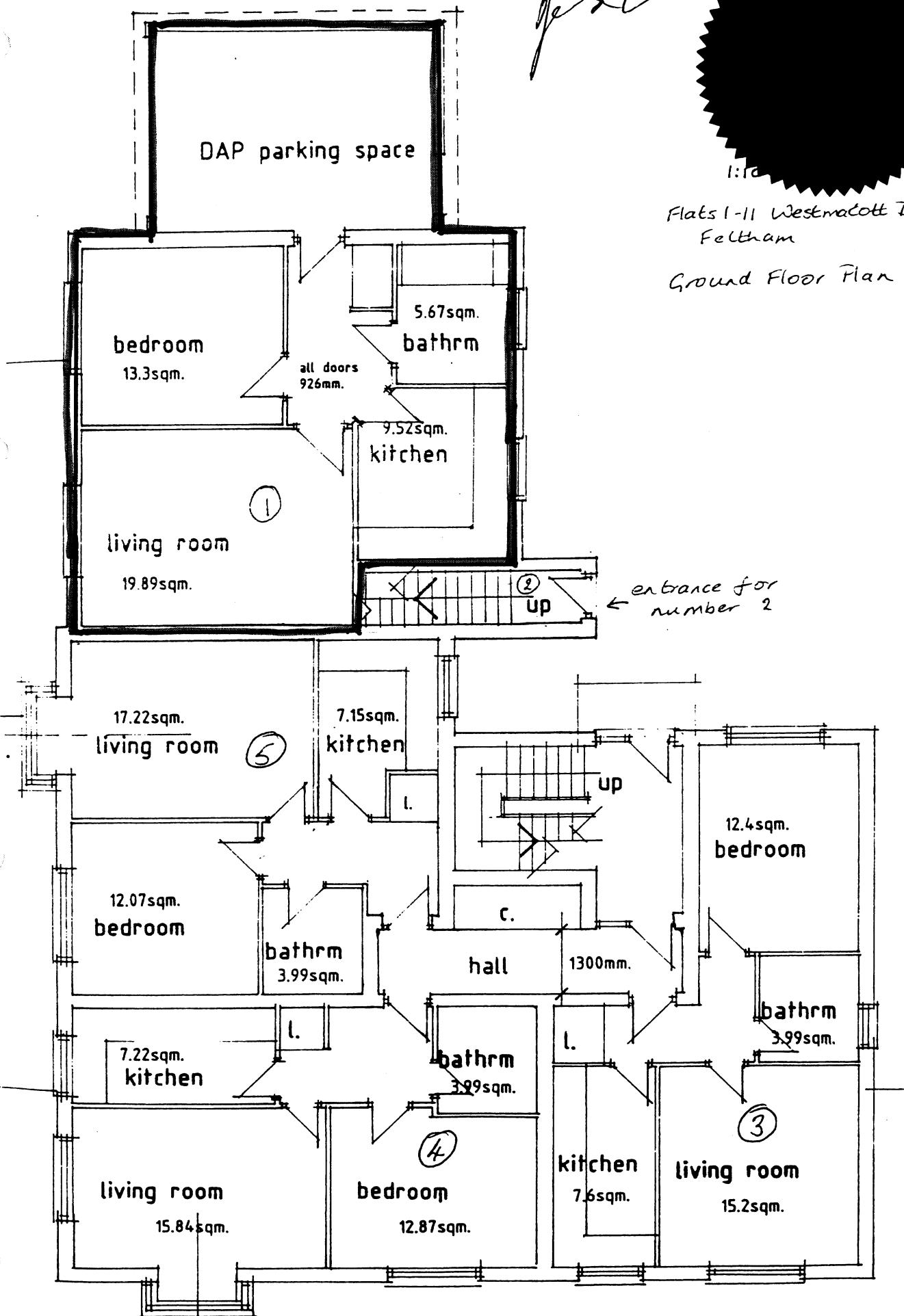


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H. M. LAND REGISTRY

Land Registration Acts 1925 to 1996

LEASE OF PART

County and District .: **London Borough of Hounslow**

Title Number .: **AGL44154 [part]**

Property .: **Plots 67-77 Bedfont Lane, Feltham**

THIS LEASE which is made the 28th day of January 1998

between the Landlord of the one part and the Leaseholder of the other part

RECITES THAT :

- (1) The Landlord is an Industrial and Provident Society registered under the Industrial and Provident Societies Act 1965 under Number 17375R
- (2) The Landlord is a Housing Association registered with the Housing Corporation under Number L0514
- (3) The Landlord is registered at H.M. Land Registry as proprietor of the Landlord's Estate with Absolute Title
- (4) The Landlord has previously granted or intends to grant leases of all the flats in the Landlord's Estate subject to the Mutual Covenants set out in the First Schedule with the intention that any tenant for the time being of a flat in the Landlord's Estate may be able to enforce the observance of the covenants by the tenant and occupier of any other flat in the Landlord's Estate
- (5) The Landlord has agreed to grant to the Leaseholder a lease upon payment by the Leaseholder of the Premium representing the Initial Percentage of the Initial Market Value of the Premises and upon payment of the Specified Rent representing the Initial Relevant Percentage of the

Gross Rent with provisions to enable the Leaseholder from time to time to pay for a further percentage of the Market Value followed by the corresponding reduction of the percentage of the Gross Rent payable

AND NOW WITNESSES as follows :

1. Definitions and Interpretation

IN THIS LEASE

1(1) References to "the Landlord" and "the Leaseholder" shall include the successors in title of them respectively

1(2) The following expressions have where the context admits the following meanings :

1(2)(a) "**The Common Parts**" means the entrance halls landings staircases communal aerial bin store and other parts (if any) of the buildings comprising part of the Landlord's Estate and any driveway footpath garden parking area or other part of the Landlord's Estate which is intended to be or is capable of being enjoyed or used by the Leaseholder in common with the occupiers of the other flats in the Landlord's Estate

1(2)(b) "**The Landlord's Estate**" means the land and property shown edged in green comprised in the Title first above mentioned

1(2)(c) **Particulars:** The expressions set out in the left hand column of the Particulars on the first page of this Lease shall have the meanings assigned to them by the right hand column of those Particulars

1(2)(d) "**Person**" includes a company corporation or other body legally capable of holding land

1(2)(e) "**The Plan**" means the plan or plans annexed hereto.

1(2)(f) **Service Charge :** Expressions relating to the payment of a service charge are defined in Clause 7 of this Lease

1(2)(g) **Specified Rent :** Expressions relating to the calculation of the Specified Rent are defined in the Fourth Schedule of this Lease

- 1(2)(h) **Staircasing** : Expressions relating to the Staircasing provisions are defined in the Fifth Schedule of this Lease
- 1(2)(i) "**Term**" means the term hereby granted
- 1(2)(j) "**The Valuer**" shall have the meaning assigned to it in the Fifth Schedule of this Lease
- 1(3) Where the Leaseholder is more than one person the covenants on the part of the Leaseholder shall be joint and several covenants
- 1(4) The singular includes the plural and the masculine includes the feminine and neuter and vice versa
- 1(5) References herein to any statute or any section of any statute include a reference to any statutory amendment modification or re-enactment thereof for the time being in force
- 1(6) The clause paragraph and schedule headings and the table of contents do not form part of this Lease and shall not be taken into account in its construction or interpretation

2. Demise

IN CONSIDERATION of the aforesaid Agreement and the Premium (receipt of which the Landlord hereby acknowledges) and of the Specified Rent and the Leaseholder's covenants reserved and contained below the Landlord **HEREBY DEMISES** the Premises to the Leaseholder **TOGETHER** with the easements rights and privileges mentioned in the Second Schedule hereto subject as therein mentioned **AND TOGETHER** with the rights but subject to the provisions as more particularly referred to in the Fifth Schedule hereto **EXCEPT AND RESERVING** the rights set out in the Third Schedule hereto **TO HOLD** the Premises to the Leaseholder for the term of **ONE HUNDRED YEARS** from the Commencement Date **YIELDING AND PAYING** therefore the Specified Rent and any variation thereof in accordance with the provisions of the Fourth Schedule hereto by equal monthly payments in advance on the first day of each month the first payment to be made on the date hereof

3. Leaseholder's Covenants

THE Leaseholder HEREBY COVENANTS with the Landlord

3(1) To Pay Specified Rent

To pay the Specified Rent and all other monies due hereunder at the times and in the manner mentioned above without deduction or set off by Bankers Standing Order (or such other means as the Landlord shall reasonably require) **PROVIDED ALWAYS** if and whenever the Specified Rent or any other monies due hereunder to the Landlord shall at any time be unpaid for a space of fourteen days after becoming payable the same shall until paid bear interest calculated on a day to day basis at an annual rate of 3% above the Base Rate of Barclays Bank plc for the time being in force

3(2) To Pay Rates, Outgoings and Service Charge

3(2)(a) To pay and discharge all existing and future rates taxes assessments and outgoings whatsoever (including any of a novel nature) now or at any time during the term payable in respect of the Premises or any part thereof or by the owner or occupier thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Premises

3(2)(b) To pay the Service Charge in accordance with clause 7

3(3) To Keep in Repair

To keep the interior of the Premises and the glass in the windows and doors (if any) of the Premises and the interior faces (including plaster and other internal covering or lining and any floor boards tiling and screeding) of the walls ceilings and floors of the Premises and all radiators and water and sanitary apparatus and gas and electrical apparatus of the Premises and all pipes drains and wires which are in the Premises and are enjoyed or used only for the Premises and not for other premises in the Building or the Landlord's Estate and the fixtures and appurtenances of and belonging to the Premises clean and in good and substantial repair and condition damage (in excess of any insurance excess) by fire or other risks insured by the Landlord excepted unless such insurance shall be vitiated by any act or default of the Leaseholder and to keep the garden area included within the Premises (if any) tidy and properly cultivated and to maintain and repair in good and substantial condition the fences marked with inward facing "T" marks on the Plan (if any) belonging to the Premises

3(4) To Decorate

As often as is reasonably necessary and in the last month of the term however determined in a proper and workmanlike manner (and in the last month of the term in colours approved by the Landlord) to paint paper treat and generally decorate in a style appropriate to property of a like character all the inside of the Premises previously or usually so painted papered treated and decorated

3(5) To Pay Landlord's Costs of Repairing Common Parts

To pay on demand to the Landlord on an indemnity basis the costs and expenses reasonably and properly incurred by the Landlord in repairing and making good any damage (including (but not by way of limitation) any graffiti) to the Common Parts caused by the Leaseholder or the Leaseholder's family servants or licensees or by any other person under the control of the Leaseholder in such manner as the Landlord shall determine to its reasonable satisfaction

3(6) Not To Make Alterations or Additions

3(6)(a) Not to make any alterations or additions to the exterior of the Premises or any structural alterations or structural additions to the interior of the Premises nor to erect any new buildings thereon nor in any way to interfere with the outside of the Building nor the Landlord's Estate nor to remove any of the Landlord's fixtures from the Premises

3(6)(b) Not to make any alteration or addition of a non structural nature to the interior of the Premises without the previous written consent of the Landlord such consent not to be unreasonably withheld

3(7) To Do Works Required by a Public Authority

To execute and do at the expense of the Leaseholder all such works and things whatever as may at any time during the term be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Premises or any part thereof PROVIDED ALWAYS that the Leaseholder shall not be liable by virtue of this sub-clause to execute or do any works which the Landlord covenants to execute or do

3(8) To Serve on Landlord any Notice

Promptly to serve on the Landlord a copy of any notice order or proposal relating to the Premises served on the Leaseholder by any national local or other public authority

3(9) To Pay Costs

To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Landlord for the purpose of or incidental to the preparation and service of a Notice under Section 146 or Section 147 of the Law of Property Act 1925 (notwithstanding forfeiture may be avoided otherwise than by relief by the Court) or otherwise incurred by the Landlord in respect of any breach of covenant by the Leaseholder hereunder

3(10) To Obtain Statutory Permissions

To obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Leaseholder on the Premises or any part thereof or in respect of any user thereof during the term

3(11) To Permit Landlord Access

To permit the Landlord and it's surveyors or agents at all reasonable times on notice (except in the case of emergency) to enter the Premises to view the condition thereof and to make good all defects and wants of repair of which notice in writing is given by the Landlord to the Leaseholder and for which the Leaseholder is liable under this Lease within three months after the giving of such notice

3(12) Landlord's Right to Repair in Default

If the Leaseholder shall at any time make default in the performance of any of the covenants herein contained relating to repair it shall be lawful for the Landlord (but without prejudice to the right of re-entry under clause 6(1) of this Lease) to enter upon the Premises and repair the same in accordance with those covenants and the expense of such repairs including surveyors' fees shall be repaid by the Leaseholder to the Landlord on demand

3(13) To Permit Access

At all reasonable times during the term on notice (except in the case of emergency) to permit the Landlord and the lessees of other premises in the Landlord's Estate with workmen and others to enter the Premises for the purpose of repairing any adjoining or neighbouring premises and for the purpose of repairing maintaining and replacing all sewers drains pipes cables gutters wires party structures or other conveniences belonging to or serving the same the party so entering making good any damage thereby

caused to the Premises

3(14) To Yield Up Upon Determination of Term

At the expiration or sooner determination of the term peaceably to yield up the Premises to the Landlord PROVIDED ALWAYS that damage by fire or other risks insured by the Landlord is excepted from the Leaseholder's liability under this sub-clause unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder

3(15) Alienation

- 3(15)(a) Not to assign, transfer, underlet or part with possession of part only of the Premises
- 3(15)(b) Not to underlet the whole of the Premises otherwise than by way of mortgage
- 3(15)(c)(i) The Leaseholder shall not assign the Premises except to a person (or one of the persons in cases of more than one) nominated by the Landlord within a period of one month ("the Nomination Period") from the receipt by the Landlord of notice from the Leaseholder to the effect that he wishes to assign his interest provided that the Landlord shall not be entitled to nominate more than two such persons
- 3(15)(c)(ii) If the Landlord fails within the Nomination Period to make any nomination under sub-clause (i) above then the provisions of sub-clause (vii) below shall apply
- 3(15)(c)(iii) if within the said Nomination Period the Landlord makes one or more nominations under sub-clause (i) above then the Leaseholder may but shall not be obliged to make any such nominee an offer on the terms mentioned in sub-clause (iv) and (v) below
- 3(15)(c)(iv) Any such offer shall be an unconditional written offer to sell the Premises with vacant possession and free from encumbrances and to remain open for acceptance for a period of six weeks and to stipulate a completion date not earlier than four weeks after acceptance of the offer. Otherwise the offer is to be subject to the then current edition of the Standard Conditions of

- Sale or such other conditions as the Leaseholder may reasonably require
- 3(15)(c)(v) The price at which any such offer shall be made shall be no greater than the open market value of this Lease evidenced by certificate of the Valuer **PROVIDED ALWAYS** that the Leaseholder may only assign this Lease at a price no greater than a sum equal to a percentage (equal to the Initial Percentage plus any Portioned Percentage or Percentages purchased pursuant to Clause 2 and the Fifth Schedule hereto) of the Market Value of the Premises as defined in the Fifth Schedule hereto as at a date no more than three months prior to the date of exchange of contracts for the Assignment plus the amount by which the Market Value of the Premises is increased by any improvements carried out by the Leaseholder (otherwise than pursuant to an obligation to the Landlord). For the purposes of this Clause the Market Value and the amount by which the Market Value of the Premises is increased by any such improvements shall be assessed by the Valuer and evidenced by a Certificate in writing which shall be sent to the Landlord with the details of the Assignment pursuant to sub-clause 3(17) hereof **AND PROVIDED FURTHER** the Leaseholder (except with the Landlord's consent) shall not impose on any such Assignment a condition that the Assignee shall purchase any furniture or give or procure any separate consideration or comply with any extraneous conditions except as shall be approved by the Landlord in writing
- 3(15)(c)(vi) If the offer made to each of the Landlord's said nominees within sub-clauses (iii) to (v) above is refused or if neither of the said nominees enter into an unconditional contract for the purchase of the Leaseholders interest hereunder within twelve weeks of the receipt of a draft contract by such nominee or his Solicitor or Licensed Conveyancer then the provisions of sub- clause (vii) below shall apply
- 3(15)(c)(vii) In either of the events mentioned in sub-clause (ii) or (vi) above the Leaseholder shall be at liberty to assign this Lease free from the restrictions contained in this

sub-clause 3(15)(c) and for the avoidance of doubt for the purposes of Clause 3(16)(b) hereof any assignment by the Leaseholder pursuant to this Clause 3(15)(c)(vii) shall not be an assignment to which Clause 3(16)(a) shall apply.

- 3(15)(c)(viii) On the assignment of this Lease to a person nominated pursuant to sub-clause (i) above the Leaseholder shall pay to the Landlord a fee equivalent to 1% of the sale price

3(16) Alienation Prior to Final Staircasing

3(16)(a) If at any time when the aggregate of the Initial Percentage and any Portioned Percentage (as hereinafter defined) acquired by the Leaseholder pursuant to the provisions of Clause 2 and the Fifth Schedule hereto is less than 100% this Lease has been assigned otherwise than in the circumstances detailed in Clause 3(16)(b) hereof and the Landlord by notice in writing served upon the Leaseholder within twenty-eight days after receipt of notice of the assignment pursuant to Clause 3(17) hereof so requires the Leaseholder shall pay to the Landlord on demand the Market Value of the Relevant Percentage as defined in and ascertained in accordance with the provisions of the Fifth Schedule hereto as if the Leaseholder had served upon the Landlord on the date of the assignment a notice pursuant to Paragraph 2(1) of the Fifth Schedule hereto stating his intention to acquire such Portioned Percentage as would thereafter reduce the Relevant Percentage to nil

3(16)(b) The circumstances in which the Landlord may not require payment under the provisions of Clause 3(16)(a) are when the Lease is assigned

EITHER

- (i) Under a Will or intestacy; or
- (ii) under Section 24 of the Matrimonial Causes Act 1973; or
- (iii) Section 2 of the Inheritance (Provision for Family and Dependants) Act 1975; or
- (iv) pursuant to clause 3(15)(c); or
- (v) When Clause 3(15)(c)(vii) shall apply

17) Notice on Assignment, Etc.

Within one month of any assignment mortgage charge or devolution of the Leaseholder's interest in the Premises to give notice of it together with a certified copy of the instrument effecting the assignment mortgage charge or devolution to the Landlord and to pay a reasonable fee (of not less than Twenty-five pounds (£25.00)) to the Landlord for the registration of the Notice

3(18) To Carpet Premises

To provide carpets or such other suitable floor coverings to the floors of the Premises

3(19) To Pay Costs Incurred by Leaseholder's Default

To repay to the Landlord all costs charges and expenses incurred by it in repairing renewing and reinstating any part of the Landlord's Estate not hereby demised including any part of the Common Parts so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act neglect or default of the Leaseholder

3(20) Not To Invalidate Landlord's Insurance

Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on the Landlord's Estate

3(21) To Prevent Loss or Acquisition of Rights

To do such acts and things as may reasonably be required by the Landlord to prevent any easement or right belonging to or used with the Premises from being obstructed or lost And not knowingly to allow any encroachment to be made on or easement acquired over the Premises and in particular not to allow the right of access of light from or over the Premises to any neighbouring property to be acquired

3(22) To Observe Covenants on Landlord's Title

To observe and perform the covenants and conditions (if any) contained or referred to in the Charges register of the Landlord's Estate in so far as they are still effective and to indemnify the Landlord against all actions proceedings damages costs claims expenses and liabilities whatsoever arising by reason of any future breach of them

4. Leaseholder's Further Covenants

THE LEASEHOLDER HEREBY COVENANTS with the Landlord and with and for the benefit of the tenants and occupiers from time to time of the other premises in the Landlord's Estate as follows:

4(1) To Observe Covenants in First Schedule

That the Leaseholder and the persons deriving title under the Leaseholder will at all times observe the covenants set out in the First Schedule

4(2) To Observe Regulations

That the Leaseholder and the persons deriving title under the Leaseholder will at all times comply with such reasonable regulations as the Landlord may make from time to time relating to the putting out of refuse for removal and such other matters as the Landlord considers necessary or desirable for the purpose of securing the safety orderliness or cleanliness of the Building or the Landlord's Estate or the Common Parts or the comfort or convenience of the tenants of the Building and the Landlord's Estate or the efficient or economical performance by the Landlord of its obligations under this Lease

5. Landlord's Covenants

THE LANDLORD HEREBY COVENANTS with the Leaseholder as follows:

5(1) Quiet Enjoyment

That the Leaseholder paying the rents hereby reserved and performing and observing the covenants herein contained may peaceably enjoy the Premises during the term without any lawful interruption by the Landlord or any person rightfully claiming under or in trust for it

5(2) Insurance

That the Landlord will at all times during the term (unless such insurance shall be vitiated by any act or default of the Leaseholder) keep the Building insured against loss or damage by fire and such other risks as the Landlord may from time to time reasonably determine or the Leaseholder or the Leaseholder's mortgagee may reasonably require in some insurance office of repute to its full reinstatement value (including all professional fees in connection with any reinstatement) and against two years loss of rent and whenever required will produce to the Leaseholder the Insurance policy and the receipt for the last

premium of the same and will in the event of the Building being damaged or destroyed by fire or other risks covered by such insurance as soon as reasonably practicable make a claim against the insurance policy

5(3) To Repair Landlord's Estate

That (subject to payment of the rent and service charge and except to such extent as the Leaseholder or the tenant of any other part of the Landlord's Estate shall be liable in respect thereof respectively under the terms of this Lease or of any other lease) the Landlord shall maintain repair redecorate and renew

5(3)(a) the roof foundations and main structure of the Building and all external parts thereof including all external and load-bearing walls the windows and doors on the outside of the flats within the Building (save the glass in any such doors and windows and the interior surfaces of walls) and all parts of the Building which are not the responsibility of the Leaseholder under this Lease or of any other leaseholder under a similar lease of other premises in the Building Provided always the Landlord shall redecorate as necessary the outside doors of the Premises

5(3)(b) the pipes sewers drains wires cisterns and tanks and other gas electrical drainage ventilation and water apparatus and machinery in under and upon the Building (except such as serve exclusively an individual flat in the Landlord's Estate and except such as belong to the Post Office or any public utility supply Company or Authority)

5(3)(c) the Common Parts

5(4) To Clean and Light Common Parts

That subject as aforesaid and so far as practicable the Landlord will keep the Common Parts of the Landlord's Estate adequately cleaned and lighted

PROVIDED THAT:

5(4)(a) the Landlord shall not be liable to the Leaseholder for any failure in or interruption of such services not attributable to its neglect or default; and

5(4)(b) the Landlord may add to diminish modify or alter any such service if by reason of any change of circumstances during the term such addition diminution or alteration is in the opinion of the Landlord reasonably necessary or desirable in the interest of good estate

management or for the benefit of the occupiers of the Building

5(5) To Grant Leases in Similar Form

That every lease or tenancy of premises in the Landlord's Estate hereafter granted by the Landlord shall contain covenants to be observed by the tenant thereof similar to those set out in the First Schedule hereto and (save in the case of any premises which may be let at a rent on a periodic basis) shall be substantially in the same form as this Lease

5(6) To Enforce Covenants in Other Leases

If so required by the Leaseholder to enforce the tenant's covenants similar to those contained in this Lease which are or may be entered into by the tenants of other premises in the Building so far as they affect the Premises provided the Leaseholder indemnifies the Landlord against all costs and expenses of such enforcement

6. Provisos

PROVIDED ALWAYS and it is hereby agreed as follows-

6(1) Forfeiture on Non Payment

If the rents hereby reserved or any part of them shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Leaseholder shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part of them in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Leaseholder's covenants or the conditions contained in this Lease **PROVIDED ALWAYS** and without prejudice to the Landlord's rights hereunder the Landlord shall give reasonable notice to any mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3(17) hereof before commencing any proceedings for forfeiture of this Lease

6(2) Landlord's Liability to Third Parties

The Landlord shall not (except where the Landlord shall have been negligent) be liable for any damage suffered by the Leaseholder or any member of the Leaseholder's family or any employee

servant or licensee of the Leaseholder through any defect in any fixture tank pipe wire staircase machinery apparatus or thing in the Landlord's Estate or through the neglect default or misconduct of any servant employed by the Landlord in connection with the Landlord's Estate or for any damage to the Premises due to the bursting or overflowing of any pipe tank boiler or drain in the Building or the Landlord's Estate except in so far as any such liability may be covered by the insurance effected by the Landlord

6(3) Landlord's Right to Deal with Adjoining Premises

Notwithstanding anything contained in this Lease the Landlord shall have power without obtaining any consent from or making any compensation to the Leaseholder to deal as the Landlord may think fit with any other land buildings or premises adjoining or near to the Building and to erect rebuild or heighten on such other land or premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time during the term be enjoyed by the Leaseholder or other tenants or occupiers of the Premises

6(4) Landlord's Power to Alter Common Parts

The Landlord shall have power at its discretion to alter or permit the alteration of the arrangement of the Common Parts Provided that after such alteration the access to and amenities of the Premises are not substantially less convenient than before

6(5) Party Wall

Every internal wall separating the Premises from any other part of the Building shall be a party wall severed medially

6(6) Suspension of Rent

If the whole or any part of the Premises (or the Common Parts necessary for access to it) is destroyed or damaged by fire or any other risks covered by the Landlord's insurance so as to be rendered unfit for use then (unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder) the rent or a fair proportion of it shall be suspended until the Premises (and the Common Parts necessary for access) are again fit for use

6(7) Frustration of Repair on Reinstatement

In the event of the repair rebuilding or reinstatement of the Premises being frustrated by any

reason beyond the control of the Landlord and/or the Leaseholder the Leaseholder will surrender to the Landlord this Lease in consideration of the Landlord paying the Leaseholder any insurance moneys received by the Landlord in respect of the Premises after deducting therefrom the Relevant Percentage of the same PROVIDED ALWAYS if at the time of the said frustration there is any money outstanding on mortgage or charge to a mortgagee of the Leaseholder (who shall have been approved and the terms of the mortgage to such mortgagee shall have been approved by the Landlord in writing prior to the Mortgage) the Landlord shall apply the Leaseholder's share of any insurance monies received by the Landlord first in payment of the principal and not exceeding 12 months unpaid interest outstanding under that mortgage or charge and thereafter in accordance with the aforementioned provisions and treating all monies paid to the mortgagee or chargee as monies paid to the Leaseholder (any overpayment being a debt due from the Leaseholder to the Landlord)

6(8) Leaseholder's Liability Following Assignment

The covenants and conditions herein contained shall only be binding upon the Leaseholder until such time as his interest herein shall have been assigned and notice of the assignment has been given to the Landlord pursuant to Clause 3(17) hereof

6(9) No Liability for loss

The Landlord shall not be liable for and no claims shall be made against it in respect of loss however arising or to whomsoever attributable by theft or otherwise from the Premises or any other part of the Landlord's Estate of money jewellery articles of value or other property or effects belonging to the Leaseholder his family servants visitors or licensees or in respect of damage occasioned by any intruder to the Premises or any part thereof

7. Service Charge

7(1) Definitions

In this Clause the following expressions have the following meanings :-

- 7(1)(a) "Account Year" means a year ending on the 31st March
- 7(1)(b) "Block" means the Building
- 7(1)(c) "the Block Service Charge" means the Block Specified Proportion of the Block

Service Provision

7(1)(d) "the Block Service Provision" means that part of the Service Provision stated separately in pursuance of Clause 7(3)(a)

7(1)(e) "Block Specified Proportion" and the "Estate Service Proportion" mean the proportions respectively specified as such in the Particulars

7(1)(f) "the Estate Service Charge" means the Estate Specified Proportion of the Estate Service Provision

7(1)(g) "the Estate Service Provision" means that part of the Service Provision stated separately in pursuance of Clause 7(3)((b))

7(1)(h) "the Service Charge" means the sum of the Block Service Charge and the Estate Service Charge

7(1)(i) "the Service Provision" means the sum computed in accordance with sub-clauses (4), (5) and (6) of this Clause

7(1)(j) "the Surveyor" means the Landlord's professionally qualified surveyor accountant or other appropriate person and may be a person in the employ of the Landlord

7(2) Leaseholder's Covenant To Pay Service Charge

The Leaseholder HEREBY COVENANTS with the Landlord to pay the Service Charge during the term by equal monthly payments in advance at the times at which and in the manner in which rent is payable under this Lease PROVIDED THAT all sums paid to the Landlord in respect of that part of the Service Provision as relates to the reserve referred to clause 7(4)(b) hereof shall be held by the Landlord in trust for the Leaseholder until applied towards the matters referred to in clause 7(5) hereof and all such sums shall only be so applied. Any interest on or income of the said sums being held by the Landlord pending application as aforesaid shall (subject to any liability to tax thereon) be added to the said reserve

7(3) Calculation of Service Provision

The Service Provision in respect of any Account Year shall be computed in accordance with clause 7(4) and shall state separately expenditure relating to

7(3)(a) the Block Service Provision;

7(3)(b) the Estate Service Provision; and

7(3)(c) any expenditure relating to any block of flats forming part of the Landlord's Estate other than the Block in which the Premises is situate

7(4) Service Provision

The Service Provision shall consist of a sum comprising

7(4)(a) the expenditure estimated by the Surveyor as likely to be incurred in the Account Year by the Landlord upon the matters specified in clause 7(5)

TOGETHER WITH

7(4)(b) an appropriate amount as a reserve for or towards such of the matters specified in clause 7(5) as are likely to give rise to expenditure after such Account Year being matters which are likely to arise either only once during the then unexpired term of this Lease or at intervals of more than one year including (without prejudice to the generality of the foregoing) such matters as the decoration of the exterior of the Building (the said amount to be computed in such manner as to ensure as far as is reasonably foreseeable that the Service Provision shall not fluctuate unduly from year to year)

BUT

7(4)(c) reduced by any unexpended reserve already made pursuant to paragraph (b) of this sub-clause in respect of any such expenditure as aforesaid

7(5) Expenditure to be included in Service Provision

The relevant expenditure to be included in the Service Provision shall comprise all expenditure reasonably incurred by the Landlord in connection with the repair management maintenance and provision of services for the Building the Landlord's Estate and the Common Parts and shall include (without prejudice to the generality of the foregoing)-

7(5)(a) the costs of and incidental to the performance of the Landlord's covenants contained in clauses 5(2) and 5(3) and 5(4)

7(5)(b) the costs of and incidental to compliance by the Landlord with every notice regulation or order of any competent local or other authority in respect of the Landlord's Estate

7(5)(c) all reasonable fees charges and expenses payable to the Surveyor any solicitor accountant surveyor valuer architect or other person whom the Landlord may from time to time

reasonably employ in connection with the management or maintenance of the Landlord's Estate including the computation and collection of rent (but not including fees charges or expenses in connection with the effecting of any letting or sale of any premises) including the cost of preparation of the account of the Service Charge and if any such work shall be undertaken by an employee of the Landlord then a reasonable allowance for the Landlord for such work

7(5)(d) any rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged imposed or payable on or in respect of the whole of the Landlord's Estate or of the Building or on the whole or any part of the Common Parts

7(6) Service Provision Excess/Deficit

As soon as practicable after the end of each Account Year the Landlord shall determine and certify the amount by which the estimate referred to Clause 7(4)(a) shall have exceeded or fallen short of the actual expenditure in the Account Year and shall supply the Leaseholder with a copy of the certificate and the Leaseholder shall be allowed or as the case may be shall pay forthwith upon receipt of the certificate the Estate Specified Proportion and the Block Specified Proportion of the excess or the deficiency

7(7) Landlord's Contribution to Service Provision Reserve

The Landlord will for the period that any premises in the Landlord's Estate are not let on terms making the tenant liable to pay a service charge corresponding to the Service Charge payable under this Lease provide in respect of all such premises a sum equal to the total that would be payable by the tenants thereof as aforesaid by way of contribution to the reserve referred to in Clause 7(4)(b) and the said reserve shall be calculated accordingly

7(8) Landlord and Tenant Act 1985

For the avoidance of doubt it is hereby agreed and declared that the provisions of Sections 18 to 30 Landlord and Tenant Act 1985 (as amended) shall apply to the provisions hereof

7(9) Variation of Specified Proportion of Service Charge

If in the reasonable opinion of the Landlord it shall at any time become necessary or equitable to do so the Landlord may increase or decrease by written notice to the Leaseholder the Estate Specified

Proportion and the Block Specified Proportion so that the amount payable by the Leaseholder shall be proportionate to the number and type of dwellings the owners or lessees of which are obliged to pay monies towards the service provision and the specified proportion increased or decreased as aforesaid shall be substituted for the Estate Specified Proportion and the Block Specified Proportion set out in the Particulars

8. Mortgagee Protection Clause

IF A MORTGAGEE of the Leaseholder (who shall have been approved and in respect of which the terms of the mortgage to such mortgagee shall also have been approved by or on behalf of the Landlord in writing prior to the Mortgage) exercises the right to complete the Final Staircasing (pursuant to Paragraph 2 of the Fifth Schedule) and assigns this Lease and the sale price obtainable upon such assignment after adding the amount realised or realisable by the said mortgagee from any collateral security (in aggregate in this clause called "the Sale Price") is insufficient to meet:-

8(1) the total principal (which shall not include any capitalised interest) and not exceeding 12 months unpaid interest due to the mortgagee under the terms of the mortgage

- (a) disregarding
 - (i) any part of the mortgagee's initial advance to the Leaseholder which was in excess of the Premium or in the case of an assignment was in excess of the Market Value (as defined in the Fifth Schedule hereto) of the Percentage of the Premises assigned to the Leaseholder as at a date no more than twelve weeks prior to the date of exchange of contracts for the assignment and for the purposes of this Clause the Market Value shall be assessed by the Valuer and evidenced by a Certificate in writing in such a form as may be approved from time to time by the Housing Corporation which shall be sent to the Landlord with the details of the assignment pursuant to Clause 3(17) hereof; and
 - (ii) any further advances made by the mortgagee to the Leaseholder at his request unless such further advance is made to enable the Leaseholder

to pay for a Portioned Percentage (as hereinafter defined) pursuant to the provisions of Clause 2 and the Fifth Schedule hereto and does not exceed the amount paid by the Leaseholder for such Portioned Percentage or such further advance is made to enable the Leaseholder to comply with his covenants contained in this Lease and accordingly to preserve the mortgagee's security or such further advance is made to enable one joint Leaseholder to purchase the interest in this Lease of the other joint Leaseholder and the further advance does not exceed the Market Value (as defined in the Fifth Schedule hereto) of the interest assigned as at a date no more than twelve weeks prior to the date of exchange of contracts for the assignment and for the purposes of this Clause the Market Value shall be assessed by the Valuer and evidenced in writing in the same manner as described in paragraph A above; but

(b) including any payment of Specified Rent, Service Charge or other monies due hereunder by the Leaseholder to the Landlord and including any monies outstanding in respect of any premiums paid or provided by the mortgagee by way of a loan or otherwise under a mortgage protection life policy or an endowment policy and secured by the mortgage

8(2) any reasonable legal charges incurred by the mortgagee in recovering or attempting to recover any sums due under the mortgage or in respect of completion of the Final Staircasing and the assignment of this Lease except if the relevant work shall be undertaken by an employee of the mortgagee in which case a reasonable allowance for such work

8(3) any reasonable agent's commission on such sale except if the relevant work shall be undertaken by an employee of the mortgagee (which expression shall not include any employee of an estate agency owned by the mortgagee) in which case a reasonable allowance for such work

8(4) any other costs or expenses (other than the mortgagee's internal costs of administration) reasonably incurred by the mortgagee in connection with the protection of the security or the completion of the Final Staircasing and the assignment of this Lease except if the relevant work shall be undertaken

y an employee of the mortgagee in which case a reasonable allowance for such work

8(5) the price payable upon completion of the Final Staircasing under the provisions of the Fifth Schedule hereto

THEN the price payable upon completion of the Final Staircasing shall be such sum as equals the amount of the Sale Price less the aggregate of the sums referred to in sub-clauses (1) (2) (3) and (4) hereof
PROVIDED ALWAYS that the person primarily liable for the moneys due to the mortgagee as above referred to shall pay to the Landlord on demand with interest calculated in accordance with the provisions of Clause 3(1) hereof such amount by which the said sum payable under the provisions of Paragraph 2 of the Fifth Schedule hereto has been reduced

9. Amenity Company

THE LEASEHOLDER FURTHER COVENANTS with the Landlord that he shall

9(1) Become (if so required by the Landlord) a member of a private limited company ("the Amenity Company") formed by the Landlord at any future date for the purposes of carrying out the obligations of the Landlord contained in clause 5 hereof (other than clause 5(1)) and shall subscribe for a one pound share (£1.00) (if the Amenity Company is limited by share) or undertake to contribute a sum not exceeding one pound (£1.00) on the winding up of the Amenity Company (if the Amenity Company is limited by guarantee)

9(2) Enter into a deed (such deed to be in such form as the Landlord's Solicitors may properly require) between (1) the Landlord and (2) the Amenity Company and (3) the Leaseholder whereby;

9(2)(a) The Landlord is released from its covenants contained in clause 5 hereof (other than clause 5(1)); and

9(2)(b) The Amenity Company covenants with the Leaseholder in the terms of clause 5 (other than clause 5(1) hereof); and

9(2)(c) The Leaseholder covenants with the Amenity Company in common with the Landlord in the terms of clauses 3 (other than 3(14), 3(15), 3(16)), 4 and 7 hereof);

9(2)(d) The Landlord providing it has retained the freehold reversion in the Building covenants with the Leaseholder in the Terms of Clause 5 in the event of the Amenity Company

failing to perform it's covenants or entering into Liquidation

- 9(3) At any time after all the tenants of the Landlord's Estate have acquired 100% of the equity of their respective flats to use his vote as a member of the Amenity Company to accept an offer by the Landlord (if made) to sell its unencumbered freehold interest in the Landlord's Estate for Ten Pounds (£10) to the Amenity Company and to take a transfer of such interest

10. Land Registry Restriction

The Landlord and the Leaseholder hereby apply to the Chief Land Registrar to enter the Restriction in the following form in the Proprietorship Register of the Leaseholders Title:-

"Except under an Order of the Registrar no deed varying the terms of the Registered Lease is to be registered without the consent of the Housing Corporation of 149 Tottenham Court Road London W1P OBN"



11. Finance Act 1981

THE LANDLORD and the Leaseholder hereby confirm that the Market Value of the Premises (as defined in the Fifth Schedule hereto) is the Initial Market Value the minimum rent payable for the purposes of Section 108 Finance Act 1981 is a peppercorn and that they intend stamp duty to be charged in accordance with the said Section 108 by reference to the Initial Market Value and the said minimum rent

[IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value exceeds SIXTY THOUSAND POUNDS (£60,000.00)] [value not known yet]

IN WITNESS whereof the Landlord has caused its Common Seal to be hereunto affixed and the Leaseholder has signed this instrument as his deed the day and year first above written

THE FIRST SCHEDULE

Mutual Covenants

1. Not to use the Premises nor permit the same to be used for any purpose whatsoever other than as a private residence in occupation as a single household only nor the parking space allocated to the Premises otherwise than for parking a single private motor vehicle in accordance with the terms of this lease nor the communal garden (if any) for any purpose whatsoever other than for recreational purposes nor to use the bin store otherwise than for the storage of one domestic refuse bin nor for any purpose from which a nuisance can arise to the owners lessees or occupiers of the other premises in the Landlord's Estate or of the premises in the neighbourhood
2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any premises in or on any part of the Landlord's Estate or which may cause an increased premium to be payable in respect thereof
3. Not to do or permit to be done anything which may cause obstruction in any of the pipes or drains of the Landlord's Estate nor to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns waste or soil pipes in the Premises except via a waste disposal unit suitable for such purpose
4. No musical instrument television radio loudspeaker or mechanical or other noise making instrument or machine of any kind shall be played or used nor shall any singing be practised in the Premises so as to cause annoyance to the owners lessees or occupiers of any of the other premises in the Landlord's Estate or so as to be audible outside the Premises between the hours of 11.00pm and 7.30am
5. No name writing board sign drawing plate or placard of any kind other than a sign indicating the name of the Premises or a sign notifying that the Premises are for sale shall be put on or in any window on the exterior of the Premises so as to be visible from outside
6. No clothes bedding washing or any other article shall be hung or exposed outside the Premises (other than in the area and on equipment provided specifically for the purpose either by the Landlord or with the Landlord's consent) and no mats shall be shaken or brushed out of the windows

of the Premises

7. No bird fowl dog cat or other creature shall be kept in the Premises other than with the written permission of the Landlord
8. The exterior of the Premises shall not be decorated by the Leaseholders
9. No external wireless or citizen band or television aerial or TV satellite receiving dish shall be erected by the Leaseholder without the consent of the Landlord
10. To keep the entrance doors of the Landlord's Estate shut when not in use and not to leave or deposit or permit to be left or deposited any bath chair invalid cycle perambulator or other wheeled vehicle or any goods parcels cases refuse litter or any other thing in or upon the hallways staircases and passages or any Common Parts of the Building or any other building in the Landlord's Estate
11. Not to use or permit to be used such part or parts of the Common Parts as are from time to time laid out as gardens other than for formal recreational purposes only and not for the playing of games of any description or any other sport or pastime which may annoy or inconvenience any other person or persons living in the Building or the Landlord's Estate nor shall any bicycles skates or skateboards be used or ridden at any time anywhere on the Common Parts
12. Forthwith to remove and clean up any litter or disorder which shall have been made by the Leaseholder his family servants visitors or licensees on any hallways staircases passages in the Common Parts
13. Not to store in the Premises any petrol or other inflammable liquid or any explosive gas or matter
14. Not to use or permit or suffer to be used the Premises or any part thereof for an illegal or immoral purpose
15. To keep the inside of the windows of the Premises properly cleaned
16. At all times to use the Refuse Bins provided as the sole method for the disposal of dust and refuse of whatever nature all perishables to be in sealed containers
17. No commercial vehicle (exceeding 15 cwt. unladen weight) shall be parked at any time on any parking space or any part of the Landlord's Estate except for the temporary use of removal or delivery vans.

18. Not to permit any vehicle of any description belonging to the Leaseholder his family, servants, visitors or licensees to remain on the parking space or any part of the Landlord's Estate in such manner as to obstruct the ready approach to any part of the Landlord's Estate.
19. Not to cause or permit harassment or abuse of the owners Lessees or occupiers of neighbouring premises or their visitors on the grounds of colour race ethnic or national origin disability age or sexual orientation

THE SECOND SCHEDULE

Easements Rights and Privileges

Included in the Lease

1. The right for the Leaseholder and all persons authorised by the Leaseholder (in common with all other persons entitled to the like right) at all times to use the Common Parts for all purposes incidental to the occupation and enjoyment of the Premises and the Landlord's Estate and the bin store (but not further or otherwise)
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Landlord's Estate and of the Building and from the site and roof thereof or from adjacent parking areas
3. The free and uninterrupted passage and running of telephone water soil gas and electricity services from and to the Premises through the sewers and service installations and the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter during the term be in under or passing through the Landlord's Estate or any part thereof
4. The right for the Leaseholder with workmen and others at all reasonable times on notice (except in the case of emergency) to enter upon other parts of the Landlord's Estate.
 - (a) for the purpose of repairing cleansing maintaining or renewing any such sewers

drains and watercourses cables pipes and wires or

- (b) for the purpose of repairing maintaining renewing or rebuilding the Premises or any part of the Landlord's Estate giving subjacent or lateral support shelter or protection to the Premises causing as little disturbance as possible and making good any damage caused

5. The right for the Leaseholder and all persons authorised by the Leaseholder at all times for all purposes incidental to the occupation and enjoyment of the Premises to park a single private motor vehicle on the parking space shown within the red edging on the Plan which vehicle is to be maintained in a roadworthy condition and is to comply with all legal requirements for being driven on the Public Highway

THE THIRD SCHEDULE

Exceptions and Reservations

There are excepted and reserved out of this demise to the Landlord and the lessees of the other premises comprised in the Landlord's Estate:-

1. Easements rights and privileges over along and through the Premises equivalent to those set forth in paragraphs 2, 3 and 4 of the Second Schedule hereto
2. The right for the Landlord and its surveyors or agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter the Premises for the purpose of carrying out its obligations under this Lease
3. The loadbearing walls of the Building the floor structure and (if the Premises are on the top floor of the Building) the roof
4. Any easement or right of light or air which may restrict or interfere with the free use of any

neighbouring or adjoining land belonging to the Landlord or its successors in title or assigns for building or other purposes

THE FOURTH SCHEDULE

Calculation of Specified Rent

1. In this Schedule the following expressions have the following meanings:-

1(1) "the Review Date" shall mean 1st November 1996 and each successive 1st November during the term

1(2) "the Relevant Percentage" shall mean at any time 100% less the aggregate of the Initial Percentage and any Portioned Percentage or Portioned Percentages paid for pursuant to Clause 2 and the Fifth Schedule hereto

1(3) "RPI" shall mean the United Kingdom General Index of Retail Prices or in the event that such ceases to be published (as to which the Landlord's decision shall be conclusive) or if the said Index or the basis on which it is calculated or published is altered to a material extent (as to which the Landlord's decision shall be conclusive) then the Landlord may give written notice to the Leaseholder of some other published index of general prices or the value of money as a substituted index and in that case the substituted index so selected shall thereupon be the RPI

1(4) "New Gross Rent" shall mean the Gross Rent increased pursuant to Paragraph 2 hereof on each Review Date

1(5) "Relevant Review Date" shall mean the Review Date from time to time at which the Gross Rent falls to be reviewed under paragraph 2 hereof.

2(1) On each Review Date the New Gross Rent shall be the Rent calculated by increasing the Gross Rent payable immediately prior to the Relevant Review Date by 2% above the percentage increase of the RPI published for the month of November prior to the Relevant Review Date from the RPI published for the month of November twelve months prior thereto

2(2) On each Review Date the Specified Rent payable hereunder shall be reviewed to an amount equal to the Relevant Percentage of the New Gross Rent as at the Relevant Review Date

2(3) Not later than each Review Date the Landlord shall serve written notice on the

Leaseholder specifying the amount of the Specified Rent then payable

THE FIFTH SCHEDULE

Staircasing Provisions

1. In this Schedule and in Clause 8 the following expressions have the following meanings respectively:-

- 1(1) "Market Value" shall at the date hereof mean the Initial Market Value and shall at any subsequent date mean the price which the interest of the Leaseholder would then fetch if sold on the open market by a willing vendor upon the terms and conditions contained herein and on the assumption that the Relevant Percentage is nil (the Leaseholder having acquired 100% of the shares in the Premises) AND disregarding the following matters:
- 1(1)(a) any mortgage of the Leaseholder's interest
- 1(1)(b) any interest in or right over the Premises created by the Leaseholder
- 1(1)(c) any improvement made by the Leaseholder or any predecessor in title of his
- 1(1)(d) any failure by the Leaseholder or any predecessor in title to carry out the repairing obligations contained in Clauses 3(3) and 3(4) hereof and
- 1(1)(e) the provisions of Paragraph 3 hereof
- 1(2) "a Portioned Percentage" shall mean at any relevant time a portion of the then Market Value of the Premises being a multiple of 5 per cent up to a maximum of 100 per cent the minimum portion which may be acquired will be 15 per cent PROVIDED THAT no less than 15 per cent of the Relevant Percentage may remain unsold after any one Staircasing and PROVIDED FURTHER THAT the Landlord shall not be obliged to allow the Leaseholder to Staircase on more than three occasions the final occasion to be Final Staircasing
- 1(3) "the Relevant Percentage" shall mean at any relevant time 100% less the aggregate of the Initial Percentage and any Portioned Percentage or Percentages paid for pursuant to Paragraph 2(4) hereof;
- 1(4) "the Valuer" means an independent expert agreed between the Landlord and

the Leaseholder or in default of agreement appointed on the application of either Landlord or Leaseholder by or on behalf of the President of the Royal Institution of Chartered Surveyors

1(5) "**Final Staircasing**" shall mean the purchase of such Portioned Percentage as reduces the Relevant Percentage to nil

1(6) "**the Relevant Date**" shall mean the date three months after completion of the Final Staircasing

2(1) At any time or times during the term the Leaseholder may serve notice in writing on the Landlord stating the Portioned Percentage he proposes to acquire **PROVIDED ALWAYS** no person may exercise their rights as Leaseholder to serve notice upon the Landlord pursuant to this Paragraph 2(1) until they have been the Leaseholder hereunder for three months and **PROVIDED FURTHER** that this Paragraph 2(1) shall apply to any mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3(17) hereof

2(2) The Landlord shall apply to the Valuer to determine the Market Value as at the date of service of the Leaseholder's notice served pursuant to Paragraph 2(1) (upon which the price of acquisition will be based) within 14 days of receipt of the said notice and shall notify the Leaseholder of the amount of the Valuer's determination in writing within seven days of receipt of the said determination

2(3) At any time within three months of the said determination by the Valuer the Leaseholder may pay for a Portioned Percentage in accordance with the provisions of Paragraph 2(4) of this Schedule

2(4) The Leaseholder may pay for a Portioned Percentage by paying to the Landlord a sum equal to that Portioned Percentage and as from the date of such payment the Specified Rent payable hereunder shall be a rent equal to the Relevant Percentage of the Gross Rent or the New Gross Rent where the date of payment falls after a Review Date

2(5) The Landlord upon receipt of the said sum equal to a Portioned Percentage shall forthwith pay to the mortgagee(s) of the Landlord's Estate (where the Housing Corporation is not the said mortgagee) and/or to the Housing Corporation where the Housing Corporation is the said mortgagee the said sum or such part thereof as the said mortgagee and/or the Housing Corporation

may properly require to be paid to it And the Landlord shall obtain a receipt therefore from the said mortgagee and the Housing Corporation as appropriate and deliver a certified copy of the same to the Leaseholder

2(6) On completion of the payment for a Portioned Percentage in addition to the sum or the price payable as hereinbefore provided the Leaseholder shall pay any arrears of rent and any other sums due to the Landlord hereunder. The Landlord and the Leaseholder shall, save as provided in Paragraph 5 hereof pay their own costs and expenses in connection with such payment or purchase

2(7) Whenever the Leaseholder completes the payment for a Portioned Percentage the Landlord and the Leaseholder shall forthwith complete the relevant Memorandum annexed to the original and counterpart of this Lease specifying the Portioned Percentage paid for and the Specified Rent then payable

3(1) The provisions of this Paragraph 3 shall take effect only if on the Relevant Date the Leaseholder is not the same person or persons or the personal representatives of the same person or persons who was or were the Leaseholder immediately prior to the completion of the Final Staircasing **PROVIDED THAT** this Paragraph 3 shall have no effect in the event that a mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3(17) hereof exercised the right to complete the Final Staircasing

3(2) The Landlord shall instruct the Valuer to determine the Market Value of the Premises as at the Relevant Date within 14 days of the Relevant Date

3(3) Within seven days of receipt of the Valuer's Determination obtained pursuant to Paragraph 3(2) the Landlord shall notify the Leaseholder of the amount of the said Determination in writing together with the amount determined as the Market Value of the Premises by the Valuer for the purposes of the Final Staircasing

3(4) Within 28 days of receipt of the notification from the Landlord pursuant to Paragraph 3(3) the Leaseholder shall pay the Landlord the amount (if any) by which the Market Value of the Premises as at the Relevant Date exceeds the Market Value of the Premises determined by the Valuer for the purposes of the Final Staircasing

4 Upon payment of the sum referred to in Paragraph 3(4) or upon the Relevant Date if there

is no sum payable to the Landlord pursuant to Paragraph 3(4) or if Paragraph 3 as a whole is inapplicable the rent payable pursuant to clause 3(1) hereof shall be a peppercorn and the following provisions of this Lease shall no longer have effect:

Clauses 1(2)(g)

 1(2)(h)

 1(2)(j)

 3(15)(b)

 3(15)(c)

 3(16) and 8

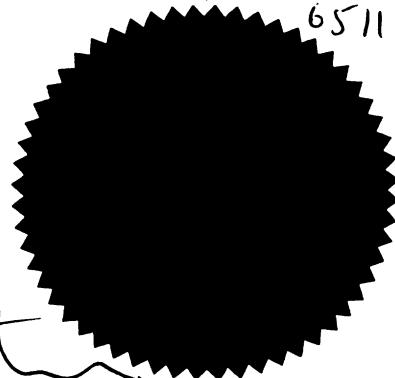
Fourth Schedule

Fifth Schedule

5. The costs of any determination by the Valuer pursuant to the provisions of this Schedule shall be paid by the Leaseholder to the Landlord on demand

6. It is hereby agreed and declared that the decision of the Valuer shall be final and binding on the parties hereto

THE COMMON SEAL of the Landlord was
hereunto affixed in the presence of:-



K. R. Rotter
Authorised Signatory

J. S. J.
Secretary

SIGNED by the First Leaseholder as his deed
and delivered in the presence of:-

.....
Signature of Witness

.....
PRINT WITNESS NAME

.....
Address

.....
Address

.....
Occupation

.....
Signature of First Leaseholder

SIGNED by the Second Leaseholder as his deed
and delivered in the presence of:-

.....
Signature of Witness

.....
PRINT WITNESS NAME

.....
Address

.....
Address

.....
Occupation

.....
Signature of Second Leaseholder

FIRST MEMORANDUM OF STAIRCASING

Leaseholder

Landlord

THIS IS TO RECORD :

The Specified Rent (the rent payable) as from the day of 19 (date of payment of the
Premium) is £ per annum

(Gross Rent X 100% - Initial Percentage and Portioned Percentage purchased)

SIGNED BY the Leaseholder

SIGNED for and on behalf of the Landlord

SECOND MEMORANDUM OF STAIRCASING

Leaseholder

Landlord :

THIS IS TO RECORD :

The Specified Rent (the rent payable) as from the day of 19 (date of payment of the
Premium) is £ per annum

(Gross Rent X 100% - Initial Percentage and Portioned Percentage purchased)

SIGNED BY the Leaseholder

SIGNED for and on behalf of the Landlord

APPENDIX B

149

Recalculated audit from 1988 to 2004

Audit years 2003 and 2004 additionally reflect the fact that 100% owners pay a further reduced management fee funded by TVHA.

100%	100%
ORIGINAL AUDIT 2004	ORIGINAL AUDIT 2004
RECALCULATED AUDIT 2004	RECALCULATED AUDIT 2004
CREDIT ACCOUNT AUDIT 2004	CREDIT ACCOUNT AUDIT 2004
567.94	507.75
401.77	367.14
	-140.61

100%	100%
ORIGINAL AUDIT 2003	ORIGINAL AUDIT 2003
RECALCULATED AUDIT 2003	RECALCULATED AUDIT 2003
CREDIT ACCOUNT AUDIT 2003	CREDIT ACCOUNT AUDIT 2003
553.2	495.91
432.94	399.29
	-96.62

100%		CREDIT ACCOUNT
ORIGINAL AUDIT 2002	ORIGINAL AUDIT 2002	AUDIT 2002
RECALCULATED AUDIT 2002		
467.43	388.61	-78.82

ORIGINAL AUDIT 2001	RECALCULATED AUDIT 2001	CREDIT ACCOUNT AUDIT 2001
1088.15	855.07	-233.08

ORIGINAL AUDIT 2000	RECALCULATED AUDIT 2000	CREDIT ACCOUNT AUDIT 2000
357.83	262.4	-95.43

ORIGINAL AUDIT 1999	RECALCULATED AUDIT 1999	CREDIT ACCOUNT AUDIT 1999
382.59	386.13	3.54

ORIGINAL AUDIT 1998	RECALCULATED AUDIT 1998	CREDIT ACCOUNT AUDIT 1998
337.57	312.62	-24.95

total credit from recalculation	-500.41
---------------------------------	---------

* assumes full year. This is to be discussed at hearing

THAMES VALLEY HOUSING ASSOCIATION LIMITED

original
audit

WESTMACOTT DRIVE

SERVICE CHARGE STATEMENT

Year ended 31 March 1998

	1998	
	£	£
INSURANCE		
Building	343.57	
EXTERNAL CONTRACTORS		
Cleaning and gardening	1,099.80	
COMMUNAL		
Lighting	90.12	
Day to day repairs	446.82	
	<hr/>	
	536.94	
Management fee	1,595.00	
Audit fee	138.18	
TOTAL SERVICE COSTS	<hr/>	<hr/>
	3,713.49	
	<hr/>	

The service costs and ground rent are charged equally between each unit as follows:

Number of units	11
	<hr/>
Service cost per unit	337.5>
	<hr/>

*recalculated
audit*

THAMES VALLEY HOUSING ASSOCIATION LTD

WESTMACOTT DRIVE

SERVICE CHARGE ACCOUNT

Year Ending 31 March 1998

	£	£
EXPENDITURE		
<u>House</u>		
Insurance		
Management Fee	145.00	
Audit Fee	12.56	
<u>Estate - Flats</u>		
Gardening	769.86	
Day to Day Repairs	269.08	
Management Fee	1,595.00	
Audit Fee	138.18	
<u>Block 1 & 2</u>		
Insurance	62.47	
Day to Day Repairs	58.76	
<u>Block 3 - 11</u>		
Insurance	281.10	
Cleaning	329.94	
Lighting	90.12	
Day to Day Repairs	118.98	
Fire Equipment Maintenance	-	
TOTAL SERVICE COSTS		<u>3,871.05</u>

The Service costs are charged between each unit as follows :

	Estate Costs		Block Costs		Total per Unit
	Share		Share	£	
Flat 1 & 2	1/11	252.01	1/2	60.61	312.62
Flat 3-11	1/11	252.01	1/9	91.13	343.14
House					157.56

Westmacott Drive

1997-98

*Costs split
to support
audit*

Cleaning & Gardening

date	Inv No	Amount	70%	
			Garden	Clean
30.04.97	1705	91.65	64.16	27.50
31.05.97	1748	91.65	64.16	27.50
29.06.97	1770	91.65	64.16	27.50
29.07.97	1815	91.65	64.16	27.50
29.08.97	1835	91.65	64.16	27.50
30.09.97	1878	91.65	64.16	27.50
31.10.97	1908	91.65	64.16	27.50
30.11.97	1950	91.65	64.16	27.50
31.12.97	1978	91.65	64.16	27.50
31.01.98	2020	91.65	64.16	27.50
28.02.98	2049	91.65	64.16	27.50
31.03.98	2091	91.65	64.16	27.50
			0.00	0.00
		<u>1,099.80</u>	<u>-</u>	<u>769.86</u>
				<u>329.94</u>

Repairs

date	Inv No	Amount	Estate	Blk 1-2	Blk 3-11	Description
24.07.97	22369	29.38			29.38	loose nosing
04.09.97	23597	29.38				broken glass in garage door fl 1
07.10.97	44620	191.63	191.63	(29.38)		fencing
05.12.97	25307	29.38			29.38	outside lights on
14.01.98	25719	29.38	29.38			gate catch
27.01.98	25968	48.07	48.07	(29.38)		fence boards
28.01.98	26073	29.38				broken meter c/bd fl 1
25.03.98	27216	60.22			60.22	tiles on step
0	0	0.00				
0	0	0.00				
0	0	0.00				
		<u>446.82</u>	<u>269.08</u>	<u>58.76</u>	<u>118.98</u>	<u>0.00</u>

Fire Equipment - Block 3-11 only

Lighting

date	Inv No	Amount	date	Inv No	Amount	Blk 1 & 2	Blk 3-11
0	0	0	25.04.97	1316412255021			10.81
0	0	0	17.07.97	1316412255021			12.20
0	0	0	24.10.97	1316412255021			33.31
0	0	0	20.01.98	1316412255021			33.80
0	0	0					
0	0	0				<u>90.12</u>	<u>0.00</u>
0	0	0				<u>90.12</u>	<u>90.12</u>
0	0	0					
0	0	0					
0	0	0					
0	0	0					
			date	Inv No	Amount	blk 1&2	blk 3-11
		<u>0.00</u>				<u>0</u>	<u>0</u>

Insurance

House	0.00
Blk 1-2	62.47
Blk 3-11	281.10

Management Fee

House	145.00
343.57	Flats
	1595.00
	<u>1740.00</u>

Audit Fee

House	12.56
Flats	138.18
	<u>150.74</u>

*Original
Audit*

THAMES VALLEY HOUSING ASSOCIATION LIMITED

WESTMACOTT DRIVE

SERVICE CHARGE STATEMENT

Year ended 31 March 1999

	1999	
	£	£
INSURANCE		
Building	476.62	
EXTERNAL CONTRACTORS		
Cleaning and gardening	1,099.80	
COMMUNAL		
Lighting	11.36	
Day to day repairs	737.73	
Stock Condition Survey	134.64	
	<hr/>	
	883.73	
Management fee	1,606.00	
Audit fee	142.33	
TOTAL SERVICE COSTS	<hr/> <hr/>	4,208.48

The service costs and ground rent are charged equally between each unit as follows:

Number of units	11	<hr/>
Service cost per unit	382.59	<hr/>

*recalculated
audit*

THAMES VALLEY HOUSING ASSOCIATION LTD

WESTMACOTT DRIVE

SERVICE CHARGE ACCOUNT
Year Ending 31 March 1999

	£	£			
EXPENDITURE					
<u>House</u>					
Insurance	58.19				
Management Fee	146.00				
Audit Fee	12.94				
<u>Estate - Flats</u>					
Gardening	769.86				
Day to Day Repairs	456.34				
Management Fee	1,606.00				
Audit Fee	142.33				
<u>Block 1 & 2</u>					
Insurance	76.08				
Day to Day Repairs	130.87				
Stock Condition Survey	24.48				
<u>Block 3 - 11</u>					
Insurance	342.36				
Cleaning	329.94				
Lighting	11.36				
Day to Day Repairs	150.52				
Stock Condition Survey	110.16				
Fire Equipment Maintenance	-				
TOTAL SERVICE COSTS		<u>4,367.42</u>			
The Service costs are charged between each unit as follows :					
	Estate Costs	Block Costs	Total per Unit		
	Share	Share	£		
Flat 1 & 2	1/11	270.41	1/2	115.71	386.13
Flat 3-11	1/11	270.41	1/9	104.93	375.34
House					217.13

Westmacott Drive

1998-99

cost splits
to accompany
recalculated
audit

Cleaning & Gardening

70%

date	Inv No	Amount	Garden	Clean
30.04.98	2124	91.65	64.16	27.50
31.05.98	2168	91.65	64.16	27.50
30.06.98	2199	91.65	64.16	27.50
31.07.98	2252	91.65	64.16	27.50
31.08.98	2284	91.65	64.16	27.50
30.09.98	2333	91.65	64.16	27.50
31.10.98	2368	91.65	64.16	27.50
30.11.98	2418	91.65	64.16	27.50
31.12.98	2452	91.65	64.16	27.50
31.01.99	2505	91.65	64.16	27.50
28.02.99	2539	91.65	64.16	27.50
31.03.99	2689	91.65	64.16	27.50
		0.00	0.00	0.00
		1.099.80	-	769.86
				329.94

Repairs

Fire Equipment - Block 3-11 only

Stock Condition Survey

Insurance

	Management Fee
House	58.19
Blk 1-2	76.08
Blk 3-11	342.36
	476.62
House	146.00
Flats	1606.00
	1752.00

Audit Fee

	Audit Fee
House	12.94
Flats	142.33
	155.27

THAMES VALLEY HOUSING ASSOCIATION LIMITED

ong audit

WESTMACOTT DRIVE

SERVICE CHARGE ACCOUNT

Year ended 31 March 2000

£ £

EXPENDITURE

Insurance		404.70
Cleaning and gardening		1,099.80
Day to day repairs		646.10
Management fee		1,636.14
Audit fee		149.44
TOTAL SERVICE COSTS		3,936.18

The service costs are charged between each unit as follows:

	Estate charge		Block charge		Number of units	Total per unit
	Share	£	Share	£		
Westmacott Drive	1 / 11	357.83	1 / 11	-	11	357.83

*Recalculated
Audit*

THAMES VALLEY HOUSING ASSOCIATION LTD

WESTMACOTT DRIVE

SERVICE CHARGE ACCOUNT
Year Ending 31 March 2000

	£	£
EXPENDITURE		
<u>House</u>		
Insurance	73.71	
Management Fee	148.74	
Audit Fee	13.59	
<u>Estate - Flats</u>		
Gardening	769.86	
Day to Day Repairs	-	
Management Fee	1,636.14	
Audit Fee	149.44	
<u>Block 1 Et 2</u>		
Insurance	60.18	
Day to Day Repairs	-	
Cyclical Redecorations	-	
<u>Block 3 -11</u>		
Insurance	270.81	
Cleaning	329.94	
Lighting	-	
Day to Day Repairs	646.10	
Cyclical Redecorations	-	
Fire Equipment Maintenance	-	
TOTAL SERVICE COSTS		<u>4,098.51</u>

The Service costs are charged between each unit as follows :

	Estate Costs		Block Costs	Total per Unit
	Share	Share	£	
Flat 1 Et 2	1/11	232.31	1/2	30.09
Flat 3-11	1/11	232.31	1/9	138.54
House				236.04

Westmacott Drive

1999-00

Cost splits
to accompany
recalculated
audit

Cleaning & Gardening

			70%	
date	Inv No	Amount	Garden	Clean
30.04.99	2738	91.65	64.16	27.50
31.05.99	2756	91.65	64.16	27.50
30.06.99	2821	91.65	64.16	27.50
31.07.99	2862	91.65	64.16	27.50
31.08.99	2887	91.65	64.16	27.50
30.09.99	2949	91.65	64.16	27.50
31.10.99	2971	91.65	64.16	27.50
30.11.99	3036	91.65	64.16	27.50
31.12.99	3067	91.65	64.16	27.50
31.01.00	3127	91.65	64.16	27.50
29.02.00	31254	91.65	64.16	27.50
31.03.00	3214	91.65	64.16	27.50
			0.00	0.00
		1,099.80	-	769.86
				329.94

Repairs

Fire Equipment - Block 3-11 only

Cyclical Redecorations

Insurance

	Management Fee
House	73.71
Blk 1-2	60.18
Blk 3-11	270.81
	404.70
House	148.74
Flats	1636.14
	1784.88

Audit Fee

House	13.59
Flats	149.44
	163.03

original audit

THAMES VALLEY HOUSING ASSOCIATION LIMITED

WESTMACOTT DRIVE

SERVICE CHARGE ACCOUNT

Year ended 31 March 2001

	£	£
EXPENDITURE		
Insurance	474.46	
Day to day repairs	213.15	
Cleaning and gardening	1,123.25	
Cyclical redecoration	8,321.05	
Lighting	0.82	
Fire equipment maintenance	67.56	
Management fee	1,533.84	
Audit fee	235.47	
TOTAL SERVICE COSTS		11,969.60

The service costs are charged between each unit as follows:

	Number of units	Total per unit
		£
Westamacott Drive	11	1,088.15

*Recalculated
Audit*

THAMES VALLEY HOUSING ASSOCIATION LTD

WESTMACOTT DRIVE

SERVICE CHARGE ACCOUNT
Year Ending 31 March 2001

	£	£
EXPENDITURE		
<u>House</u>		
Insurance	86.42	
Management Fee	139.44	
Audit Fee	19.62	
<u>Estate - Flats</u>		
Gardening	729.21	
Day to Day Repairs	-	
Management Fee	1,533.84	
Audit Fee	215.85	
<u>Block 1 & 2</u>		
Insurance	70.55	
Day to Day Repairs	-	
Cyclical Redecorations	1,188.88	
<u>Block 3 & 11</u>		
Insurance	317.49	
Cleaning	394.10	
Lighting	0.82	
Day to Day Repairs	213.15	
Cyclical Redecorations	7,132.19	
Fire Equipment Maintenance	67.56	
TOTAL SERVICE COSTS		<u>12,109.11</u>

The Service costs are charged between each unit as follows :

	Estate Costs		Block Costs	Total per Unit
	Share	Share	£	
Flat 1 & 2	1/11	225.35	1/2	629.72
Flat 3-11	1/11	225.35	1/9	902.81
House				245.48

Westmacott Drive

2000-01

*Cost splits
to support
recalculated
credit*

Cleaning & Gardening

date	Inv No	Amount	70%	
			Garden	Clean
30.04.00	3243	91.65	64.16	27.50
31.05.00	3306	91.65	64.16	27.50
30.06.00	3331	91.65	64.16	27.50
29.06.00	9265	23.50	23.50	
31.07.00	3400	91.65	64.16	27.50
31.08.00	3429	91.65	64.16	27.50
30.9.00	3506	91.65	64.16	27.50
31.10.00	3513	91.65	64.16	27.50
30.11.00	3603	91.65	64.16	27.50
31.12.00	3612	91.65	64.16	27.50
31.01.01	3699	91.65	64.16	27.50
28.02.01	3704	91.65	64.16	27.50
31.03.02	3790	91.65	0.00	91.65
		<u>1,123.30</u>	<u>-</u>	<u>729.21</u>
				<u>394.10</u>

Repairs

date	Inv No	Amount	Estate	Blk 1-2	Blk 3-11	Description
12.05.00	33483	58.75				58.75 entryphone repair
06.06.00	21762	70.50				70.50 leak in roof
12.12.00	24015	41.95				41.95 lights on outside wall
12.12.00	24014	41.95				41.95 realign aerial
0	0	0.00				
0	0	0.00				
0	0	0.00				
0	0	0.00				
0	0	0.00				
0	0	0.00				
		<u>213.15</u>		<u>0.00</u>	<u>0.00</u>	<u>213.15</u>
						<u>0.00</u>

Fire Equipment - Block 3-11 only

Cyclical Redecorations

date	Inv No	Amount	date	Inv No	Amount	Blk 1 & 2	Blk 3-11
11.01.01	23257	22.52	07.12.00	3/5584	0.00	1024.90	6148.44
08.02.01	23258	22.52				163.98	983.75
02.03.01	23259	22.52					
0	0	0					
0	0	0					
0	0	0					
0	0	0					
0	0	0					
0	0	0					
0	0	0					
0	0	0					
0	0	0					
0	0	0					
0	0	0					
0	0	0					
						<u>8321.07</u>	<u>1188.88</u>
							<u>7132.19</u>

Lighting

date	Inv No	Amount	blk 1&2	blk 3-11
12.07.00	3366	0.82	0	0.82

67.56

0.82 0 0.82

Insurance

House	86.42
Blk 1-2	70.55
Blk 3-11	317.49

Management Fee

House	139.44
474.46	Flats
1533.84	<u>1673.28</u>

Audit Fee

House	19.62
Flats	215.85
	<u>235.47</u>

VALLEY HOUSING ASSOCIATION LIMITED

original
audit

DRIVE

CHARGE ACCOUNT

March 2002

	£	£
EXTRA CHARGE		
Gas	754.03	
Water	761.97	
Electricity	1,100.85	
Waste disposal	213.36	
Local redecoration	16.26	
Repairs	263.78	
Equipment maintenance	1,784.20	
Management fee	247.24	
TOTAL SERVICE COSTS		<u>5,141.69</u>

The service costs are charged between each unit as follows:

	Number of units	Total per unit £
Westamacott Drive	11	467.43

*Recalculable
audit*

THAMES VALLEY HOUSING ASSOCIATION LTD

WESTMACOTT DRIVE

SERVICE CHARGE ACCOUNT

Year Ending 31 March 2002

	£	£
EXPENDITURE		
<u>House</u>		
Insurance	137.38	
Management Fee	162.20	
Audit Fee	20.60	
<u>Estate - Flats</u>		
Gardening	769.86	
Day to Day Repairs	374.21	
Management Fee	1,784.20	
Audit Fee	226.64	
<u>Block 1 & 2</u>		
Insurance	112.15	
Day to Day Repairs	-	
Cyclical Redecorations	91.44	
<u>Block 3 - 11</u>		
Insurance	504.50	
Cleaning	330.99	
Lighting	16.26	
Day to Day Repairs	387.76	
Cyclical Redecorations	121.92	
Fire Equipment Maintenance	263.78	
TOTAL SERVICE COSTS		<u>5,303.89</u>

The Service costs are charged between each unit as follows :

	Estate Costs		Block Costs	Total per Unit
	Share	Share	£	
Flat 1 & 2	1/11	286.81	1/2	101.80
Flat 3-11	1/11	286.81	1/9	180.58
House				320.18

Westmacott Drive

2001-02

cost splits
to support
recalculated
audit

Cleaning & Gardening

			70%	
date	Inv No	Amount	Garden	Clean
30.04.01	3800	91.65	64.16	27.50
31.05.01	3873	91.65	64.16	27.50
30.06.01	3930	91.65	64.16	27.50
31.07.01	3985	91.65	64.16	27.50
31.08.01	4041	91.65	64.16	27.50
30.09.01	4088	91.65	64.16	27.50
31.10.01	4143	91.65	64.16	27.50
30.11.01	4198	91.65	64.16	27.50
31.12.01	4251	91.65	64.16	27.50
31.01.02	4295	91.65	64.16	27.50
28.02.02	4355	91.65	64.16	27.50
31.03.02	4412	91.65	64.16	27.50
26.03.02	4385	1.05		1.05
		1,100.85	769.86	330.99

Repairs

Fire Equipment - Block 3-11 only

Cylical Redec

Insurance

House	137.38
Blk 1-2	112.15
Blk 3-11	504.50

Management Fee

House	162.20
754.03 Flats	1784.20
	<u>1946.40</u>

Audit Fee

House	20.60
Flats	226.64
	<u>247.24</u>

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THAMES VALLEY HOUSING ASSOCIATION LTD

WESTMACOTT DRIVE

SERVICE CHARGE ACCOUNT

Year Ending 31 March 2003

	Invoices Processed & Paid in Year	Invoices Processed in Year Paid in Following	Invoices Processed & Paid in following Year	Total Costs Chargable
EXPENDITURE				
<u>House</u>				
Insurance	153.57			153.57
Management Fee	168.14			168.14
Audit Fee	-		21.63	21.63
<u>Estate - Flats</u>				
Gardening	705.71		64.16	769.86
Day to Day Repairs	965.41			965.41
Insurance Excess	250.00			250.00
Management Fee	1,849.54			1,849.54
Audit Fee	-		237.98	237.98
<u>Flats 1 & 2</u>				
Insurance	125.37			125.37
Day to Day Repairs	-			-
<u>Flats 3 - 11</u>				
Insurance	564.17			564.17
Cleaning	302.45		27.50	329.94
Day to Day Repairs	331.68		157.31	488.99
Fire Equipment Maintenance	160.60			160.60
TOTAL SERVICE COSTS	5,576.62	-	508.57	6,085.19

The Service costs are charged to each unit as prescribed by the lease

ong 100%
audit

THAMES VALLEY HOUSING ASSOCIATION LTD

WESTMACOTT DRIVE

SERVICE CHARGE ACCOUNT - Those owing 100% of their property
Year Ending 31 March 2003

	Invoices Processed & Paid in Year	Invoices Processed in Year Paid in Following	Invoices Processed & Paid in following Year	Total Costs Chargable
EXPENDITURE				
<u>House</u>				
Insurance	153.57			153.57
Management Fee	168.14			168.14
Audit Fee	-		21.63	21.63
<u>Estate - Flats</u>				
Gardening	705.71		64.16	769.86
Day to Day Repairs	965.41			965.41
Insurance Excess	250.00			250.00
Management Fee	1,479.37			1,479.37
Audit Fee	-		237.98	237.98
<u>Flats 1 & 2</u>				
Insurance	125.37			125.37
Day to Day Repairs	-			-
<u>Flats 3 - 11</u>				
Insurance	564.17			564.17
Cleaning	302.45		27.50	329.94
Day to Day Repairs	331.68		157.31	488.99
Fire Equipment Maintenance	160.60			160.60
TOTAL SERVICE COSTS	5,206.46	-	508.57	5,715.03

The Service costs are charged to each unit as prescribed by the lease

*Reconciled
100% audited*

THAMES VALLEY HOUSING ASSOCIATION LTD

255

WESTMACOTT DRIVE

SERVICE CHARGE ACCOUNT - Those owing 100% of their property
Year Ending 31 March 2003

	£	£
EXPENDITURE		
<u>House</u>		
Insurance	153.57	
Management Fee	168.14	
Audit Fee	21.63	
<u>Estate - Flats</u>		
Gardening	769.86	
Day to Day Repairs	965.41	
Excess Insurance	250.00	
Management Fee	1,479.37	
Audit Fee	237.98	
<u>Block 1 & 2</u>		
Insurance	125.37	
Day to Day Repairs	-	
<u>Block 3 - 11</u>		
Insurance	564.17	
Cleaning	329.94	
Day to Day Repairs	488.99	
Fire Equipment Maintenance	160.60	
TOTAL SERVICE COSTS		<u>5,715.03</u>

The Service costs are charged between each unit as follows :

	Estate Costs		Block Costs	Total per Unit
	Share	Share	£	
Flat 1 & 2	1/11	336.60	1/2	62.69
Flat 3-11	1/11	336.60	1/9	171.52
House				343.34

Ke careeave
non 100%
audit

WESTMACOTT DRIVE

SERVICE CHARGE ACCOUNT
Year Ending 31 March 2003

	£	£			
EXPENDITURE					
<u>House</u>					
Insurance	153.57				
Management Fee	168.14				
Audit Fee	21.63				
<u>Estate - Flats</u>					
Gardening	769.86				
Day to Day Repairs	965.41				
Excess Insurance	250.00				
Management Fee	1,849.54				
Audit Fee	237.98				
<u>Block 1 & 2</u>					
Insurance	125.37				
Day to Day Repairs	-				
<u>Block 3 - 11</u>					
Insurance	564.17				
Cleaning	329.94				
Day to Day Repairs	488.99				
Fire Equipment Maintenance	160.60				
TOTAL SERVICE COSTS		<u>6,085.19</u>			
 The Service costs are charged between each unit as follows :					
	Estate Costs	Block Costs	Total per Unit		
	Share	Share	£		
Flat 1 & 2	1/11	370.25	1/2	62.69	432.94
Flat 3-11	1/11	370.25	1/9	171.52	541.78
House					343.34

Westmacott Drive

2002-03

Cleaning & Gardening

date	Inv No	Amount	70%	
			Garden	Clean
30.04.02	4461	91.65	64.16	27.50 Jag
31.05.02	4541	91.65	64.16	27.50 Jag
30.06.02	4557	91.65	64.16	27.50 Jag
31.07.02	4665	91.65	64.16	27.50 Jag
31.08.02	4680	91.65	64.16	27.50 Jag
30.09.02	4779	91.65	64.16	27.50 Jag
31.10.02	4794	91.65	64.16	27.50 Jag
30.11.02	4892	91.65	64.16	27.50 Jag
31.12.02	4907	91.65	64.16	27.50 Jag
31.01.03	4963	91.65	64.16	27.50 Jag
28.02.03	5016	91.65	64.16	27.50
31.03.03	5072	91.65	64.16	27.50 Jag

1,099.80 - 769.86 329.94

*Cost splits
to support
recalculated
audits*

Repairs

date	Inv No	Amount	Estate	Blk 1-2	Blk 3-11	Description
31.05.02	47997	182.57			182.57	Tiles by Door & re-secure carpet
31.05.02	47995	149.11			149.11	Repair electrics
31.07..02	48048	298.20	298.20			Fencing
29.11.02	48203	222.31	222.31			Sign
14.02.03	48298	444.90	444.90			Rotary Dryer
20.01.03	48238	157.31			157.31	Communcal Door

1454.40 965.41 - 488.99 -

Fire Equipment - Block 3-11 only

Excess Insurance

date	Inv No	Amount	date	Inv No	Amount	Estate
07.02.03	11107	16.06	21.08.03	31926	250.00	250.00 Bin Store ai
10.01.03	10934	16.06				
10.12.02	10818	16.06				
10.11.02	10801	16.06				
20.09.02	10417	16.06				
14.08.02	10138	16.06				
22.07.02	9987	16.06				
14.06.02	9839	16.06			250.00	250.00
14.05.02	9682	16.06				
18.04.02	9572	16.06				

160.60

Insurance

House	153.57
Blk 1-2	125.37
Blk 3-11	564.17

Management Fee

House	168.14
843.10	Flats <100%
Flats	= 100 %
1849.54	<u>2017.68</u>
1479.37	

Audit Fee

House	21.63
Flats	<u>237.98</u> <u>259.61</u>

THAMES VALLEY HOUSING ASSOCIATION LTD

WESTMACOTT DRIVE

SERVICE CHARGE ACCOUNT

Year Ending 31 March 2004

Org audited

	Invoices Processed & Paid in Year	Invoices Processed in Year Paid in Following	Invoices Processed & Paid in following Year	Total Costs Chargable
EXPENDITURE				
<u>House</u>				
Insurance	130.74	65.37		196.10
Management Fee	173.00			173.00
Audit Fee	-		18.38	18.38
<u>Estate - Flats</u>				
Gardening	614.42		64.16	678.57
Day to Day Repairs	755.18			755.18
Management Fee	1,903.00			1,903.00
Audit Fee	-		202.14	202.14
<u>Flats 1 & 2</u>				
Insurance	106.73	53.37		160.10
Day to Day Repairs	-			-
<u>Flats 3 & 11</u>				
Insurance	480.29	240.14		720.43
Cleaning	263.32		27.50	290.82
Day to Day Repairs	936.63			936.63
Fire Equipment Maintenance	212.94			212.94
TOTAL SERVICE COSTS	5,576.24	358.88	312.17	6,247.29

The Service costs are charged to each unit as prescribed by the lease

Appendix C

Flat 1, 225 Westmacott Drive, Feltham.

App C

Adjustments to recalculated audit 1988 - 2004 (page 149 of bundle)

	<u>TVH figures</u>		<u>LVT</u>	
	<u>Recalculated Audit</u>	<u>Adjustments from original audit</u>	<u>adjustments</u>	<u>revised total</u>
2004	£367.14	-140.61	-£7.71 Note (a)	-£148.32
2003	£399.29	-96.62		-£96.62
2002	£388.61	-78.82	£172.26 Note (b)	£93.44
2001	£855.07	-233.08		-£233.08
2000	£262.40	-95.43		-£95.43
1999	£386.13	3.54		£3.54
1998 full year	£312.62	-24.95		
1998- 2 months	£52.10	21.36	Note ©	£21.36
Total deduction from Lessee's service charge account				-£455.11

LVT calculations included in the above

(a)

Transfer invoice no 39206 from Estate to Block 3-11
 £84.77 divided by 11 gives reduction of £7.71 to flats 1+2

(b)

Transfer invoice no S/47822 for £189.49 from Estate to Flat 1
 1/11th already included under "Estate", add remaining 10/11ths now due

(c)

Lessee in occupation for 1/6th of year.

Amount due is 1/6th of full year ;£312.62 i.e. £52.10

Amount invoiced as interim payment £30.74

Balance due £21.36