

FIRST-TIER TRIBUNAL

**PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : LON/00AN/LDC/2024/0502

Properties : Various properties in Hammersmith & Fulham

Applicant : Council of the London Borough of Hammersmith & Fulham

Respondents : Leaseholders as listed in the application

Type of application : To dispense with the requirement to consult leaseholders pursuant to s.20ZA Landlord and Tenant Act 1985

APPLICANT'S BUNDLE

INDEX

A: APPLICANT'S BUNDLE

A1.	FTT Application Form for Dispensation from Consultation Requirements	10/09/2024	A:1 - A:10
A2.	Grounds for Seeking Dispensation	10/09/2024	A:11 - A:21
A3.	App 2 - Sample Block Lease (104 Flora Gardens)	01/12/2014	A:22 - A:53
A4.	App 2 - Sample Street Lease (GF 87 Comeragh Road)	30/04/2020	A:54 - A:79
A5.	App 3 - 2024-08-05 Sample Stage 1 NOI to LHs	05/08/2024	A:80 - A:86
A6.	App 3 - 2024-08-12 Sample Stage 1 Nol to TRAs	12/08/2024	A:87 - A:93
A7.	App 4 - List of TRAs - August 2024		A:94
A8.	Directions Various Properties in Hammersmith Fulham	17/10/2024	A:95 - A:101
A9.	Letter to FTT	24/10/2024	A:102
A10.	Energy FTT Directions Q&As	25/10/2024	A:103
A11.	Correspondence from Karl Steidl with completed Leaseholder Reply Form	22/10/2024	A:104
A12.	Correspondence with Karl Steidl	23/10/2024	A:105 - A:106
A13.	Correspondence with Karl Steidl	09/11/2024	A:107 - A:111
A14.	Correspondence with Naresh Shah	24/10/2024	A:112 - A:114
A15.	Correspondence from Stefania Vati with completed Leaseholder Reply Form	28/10/2024	A:115
A16.	- Leaseholder Reply Form completed by Stefania Vati - 28th Oct		A:116
A17.	Correspondence with Stefania Vati	31/10/2024	A:117 - A:120
A18.	Correspondence with Anna McNeela attaching FAQs	01/11/2024	A:121 - A:123
A19.	Correspondence with Pauline Hutchison	01/11/2024	A:124 - A:126

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

Section 20ZA of the Landlord and Tenant Act 1985

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

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

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

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

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

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



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

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

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

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

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

Name: Council of the London Borough of Hammersmith and Fulham

Capacity: Landlord

Address (including postcode):

Town Hall, King Street, London W6 9JU

Address for correspondence (if different from above):

Telephone:

Day: 020 8748 3020

Evening:

Mobile:

Email address:

john.sharland@lbhf.gov.uk

Fax:

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

Name: John Sharland

Reference no. (if any)

JAS/40007472

Address (including postcode):

Town Hall, King Street, London W6 9JU

Telephone:

Day: 0208 748 3020

Mobile:

07979 907148

Email address:

john.sharland@lbhf.gov.uk

Fax:

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

Addresses of leasehold properties annexed to the application for dispensation.

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

Name: Leaseholders of the leasehold properties referred to at 2 above

Capacity: Leaseholders

Address (including postcode):

As referred to in 2 above.

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day:

Evening:

Mobile:

Email
address:

Fax:

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

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

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

Various types of blocks of flats including high rise buildings

5. DETAILS OF LANDLORD (if not already given)

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day:

Evening:

Mobile:

Email
address:

Fax:

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

Name of
Secretary

See attached list Appendix 4 list of residents associations

Address (including postcode):

See attached.

Telephone:

Day:

Evening:

Mobile:

Email
address:

Fax:

7. DISPENSATION SOUGHT

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

Does the application concern qualifying works?

☐ Yes ☒ No

If Yes, have the works started/been carried out?

☐ Yes ☒ No

Does the application concern a qualifying long-term agreement?

☒ Yes ☐ No

If Yes, has the agreement already been entered into?

☐ Yes ☒ No

For each set of qualifying works and/or qualifying long-term agreements please

complete one of the sheets of paper entitled '**GROUND'S FOR SEEKING DISPENSATION**'

8. OTHER APPLICATIONS

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?

☒ Yes ☐ No

If Yes, please give details

This has now become reasonably well-trodden ground and a number of landlords have successfully applied for dispensation on the same grounds. Notable recent cases include:

London Borough of Camden (LON/00AG/LDC/2012/0190) Decision 17th February 2023

Paradigm Homes Charitable Housing Association Limited (LON/UUC/LDC/2023/0023) Decision 20th July 2023

H&F Council was previously successful in 2020 in obtaining dispensation (LON/00AN/LDC/2020/0048). Decision 14th May 2020

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

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

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.

☒ Yes ☐ No

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

10. TRACK PREFERENCES

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

☒ Fast Track
☐ Standard Track

Is there any special reason for urgency in this case?

☒ Yes ☐ No

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

The existing framework agreement for the supply of Gas and Electricity ends on 31 March 2025 and the Council now seeks dispensation to put in place buying arrangements for a five year supply period starting on 1st April 2025 through to 31 March 2030. The Council intends to enter into the contract by 1st December 2024 to enable forward purchasing in the run up to commencement of the new supply period.

Note

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

11. AVAILABILITY

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

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

None,

12. VENUE REQUIREMENTS

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

None presently known.

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

13. CHECKLIST

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

A copy of the lease(s). ☒

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

EITHER

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

OR

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

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

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

Help with Fees

If you think you may be entitled to a reduced fee, the guide EX160A 'Apply for help with court, tribunal and probate fees' outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at www.gov.uk/help-with-court-fees or by completing the form EX160 'Apply for help with fees'. You can get a copy of the 'Apply for help with fees' form online at

Leasehold 5 Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985 (05.24)

www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees or from your regional tribunal office.

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


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

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

14. STATEMENT OF TRUTH

The statement of truth must be signed and dated.
I believe that the facts stated in this application are true.

Signed:  Dated: 10th September 2024

GROUND FOR SEEKING DISPENSATION

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

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

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

The applicant is seeking dispensation from the consultation requirements of the Landlord and Tenant Act 1985 which apply to the procurement of energy contracts for gas and electricity. The Council intends to enter into a framework agreement hosted by LASER for the supply of gas and electricity from 1st December 2024 to take effect from 1 April 2025.

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

A Notice of Intention and covering letter (Appendix 3 of Grounds for Seeking Dispensation) has been sent to all homeholders who currently contribute towards the supply of communal energy and all recognised tenants and residents associations, These notices were sent out on the 5 and 12 August 2024 respectively and expire on 9 and 13 September 2024. These notices advised recipients of the pending application to the First Tier Tribunal and signposted them to a webpage where a copy of this application will be uploaded. The webpage will also host a copy of the Directions and offer an opportunity for homeowners to request hard copies of documents on request.

Homeowners will also be provided information on the webpage on how they can participate in the process or make representations on the application.

A summary of the Q&As received from individual households during the consultation period has been appended.

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

Please see attached Grounds for Seeking Dispensation with specific emphasis on paragraphs on 21-26 and 30-34.

ANNEX: Addresses of Tribunal Regional Offices

NORTHERN REGION

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

Telephone: 01612 379491

Fax: 01264 785 128

Email address: RPNorthern@justice.gov.uk

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

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

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

MIDLAND REGION

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

Telephone: 0121 600 7888

Fax: 01264 785 122

Email address: RPMidland@justice.gov.uk

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

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

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

EASTERN REGION

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

Telephone: 01223 841 524

Fax: 01264 785 129

Email address: RPEastern@justice.gov.uk

DX 97650 Cambridge 3

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

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

SOUTHERN REGION

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

Telephone: 01243 779 394

Fax: 0870 7395 900

Email address: RPSouthern@justice.gov.uk

This office covers the following unitary authorities: Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

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

LONDON REGION

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

Telephone: 020 7446 7700

Fax: 01264 785 060

Email address: London.RAP@justice.gov.uk

DX 134205 Tottenham Court Road 2

This office covers all the London boroughs.

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

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

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

IN THE FIRST TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

**IN THE MATTER OF Section 20ZA Dispensation for Long Term
Agreements for the supply of gas and electricity to Leaseholders in
London Borough of Hammersmith & Fulham.**

BETWEEN:-

LONDON BOROUGH OF HAMMERSMITH & FULHAM

Applicants

and

LEASEHOLDERS

OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM

Respondents

GROUND FOR SEEKING DISPENSATION

Application

1. This is an application by the London Borough of Hammersmith & Fulham “the Council” for dispensation from the statutory consultation procedures in relation to agreements that the Council intends to enter into for:
 - The supply of electricity to blocks and estates and street properties for landlords’ lighting, staircase lighting, lifts, estate lighting, boiler rooms and communal services such as door entry systems and fire alarms serving the residential leasehold properties.

- The supply of gas to the boiler room on estates, communal block boilers and communal supplies on smaller blocks serving the residential leasehold properties.
2. The Respondents of this application are the Leaseholders who pay for the supply of energy as part of their service charges. A spreadsheet of the relevant addresses is at **Appendix 1**. Examples of standard Leases are at **Appendix 2**.

Qualifying Long Term Agreements (“QLTAs”)

3. Section 20 of the Act provides that:
 - (1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either –
 - (a) complied with in relation to the works or agreement, or
 - (b) dispensed with in relation to the works or agreement by (or an appeal from) the appropriate tribunal.”
4. Qualifying long term agreements are defined in section 20ZA as follows:
 - (1) ... “qualifying long term agreement” means ... an agreement entered into, by or on behalf of the landlord or a superior landlord, for a term of more than twelve months.
5. Section 20 imposes a limit on the amount of service charges recoverable where the requirements have been neither complied with nor dispensed with.
6. Regulation 4 of the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987) (“the Regulations”) applies section 20 to qualifying long term agreements (QLTAs) if:
 - (1) relevant costs incurred under the agreement in any accounting period exceed an amount which results in the relevant

contribution of any tenant, in respect of that period, being more than £100.”

7. Regulation 5(1) of the Regulations provides that:
 - (1) Where public notice is required to be given of the relevant matters to which a qualifying long-term agreement relates, the consultation requirements for the purposes of section 20 and 20ZA as regards the agreement, are the requirements specified in schedule 2.

Background

8. The Council uses a Central Purchasing Body (CPB) procurement strategy to supply residential property buildings with electricity and gas. The current agreements are call-off contracts from a LASER Framework, an organisation part of Kent County Council Commercial Services (KCC) which procures energy for over 160 local authorities and other public funded bodies.
9. The existing framework agreement ends on 31st March 2025 and the Council now seeks dispensation to put in place buying arrangements for a 5 and a half year supply period starting on 1st December 2024 through to 31st March 2030. The Council intends to enter into the contract by 1st December 2024 to enable forward purchasing in the run up to commencement of the new supply period.

The Framework Agreement

10. The Council has identified that the best strategy and award for energy procurement would be via LASER governed by a London public sector wide client function, i.e. London Energy Partnership Project (LEPP), a shared public sector service, set up and supported by Cornwall Insight and London Borough Energy Group (LBEG), which operates on a non-profit basis by member contributions.

11. The Council intends to award for the supply of gas and electricity from 1st December 2024 to 31st March 2030 via the LEPP through to LASER framework. Under this framework, organisations are provided with additional choice based on their risk, needs and preference, the Council will have the option of two LASER Energy Call-off Contracts for Flexible Procurement and Supply of:
- Half Hourly and Non-Half Hourly Metered & Unmetered Electricity with Meter Operations & Additional Services
 - Daily and Non-Daily Metered Natural Gas, including Product Classes 1, 2, 3 & 4 with Additional Services
12. It is possible that the Council will enter into a fixed term price contract for electricity ("the FTFP Contract") for electricity procured through a LASER Framework Agreement as it may be in the Council's and leaseholders' interest to accept a fixed price contract if markets are particularly low. The advantage of a FTFP Contract is that prices are fixed at the point the contract is secured. However most large multi-site customers have transitioned away from FTFP contracts in recent years due to the risk that the contract will be struck at a point where market prices are high, which means the Council and residents would pay high prices for the duration of the contract.
13. LASER (Kent County Council) will be the contracting party in terms of the Framework Agreement and the Council would be a participating authority. Once the Council confirms that it will access supplies through the framework agreement and confirms its buying strategy, LASER will purchase energy through the supplier on forward markets and short-term markets for the Council and other participating organisations in advance of the December 2024 supply date. This becomes the "energy commodity" price that the Council pays within invoices for gas or electricity in December 2024 and subsequent years, which is the weighted average of the forward purchases made.

14. LASER will charge a recovery fee for framework management and providing a buying and risk management service, which is recovered through the supplier's invoice. This fee is a very small percentage of the total cost of the energy contract but is nevertheless comparable or lower priced than similar organisations offering the same or similar services. The cost of the energy commodity that is forward purchased, by LASER on behalf of the Council, is recovered by the supplier within the invoice, when it is actually supplied. This form of buying and risk management means that the Council does not have to pay for the energy commodity before it is supplied and is an effective way to manage risk and volatility.
15. The tender for the framework agreement for the suppliers complies with the Public Contract Regulations 2015 and was awarded on a Most Economically Advantageous Basis, which included a rigorous evaluation of non-energy commodity price elements, financial standing and terms and conditions.
16. The framework supplier appointed for electricity is Npower and the framework supplier appointed for gas is Corona.
17. Under the proposed LEPP through to LASER Framework, LASER will be able to provide contracts ready for delivery of energy supply from December 2024.

The benefits of using a public sector Buying Organisation

18. Energy prices are made up of three major components; infrastructure costs (pipes, wires and metering); taxation and levies, which are regulated by government; and wholesale commodity markets, which are complex and volatile, making them liable to sudden price fluctuations which are often linked to real or perceived threats to supply and demand that can significantly vary prices on a daily basis. A significant part of the energy price payable is market-related, a key variant and influencing factor is the wholesale commodity price. Due to its volatility, the energy market cannot

be index linked and true cost savings accrue directly from a lower absolute outlay. Given the nature of the energy market and influencing factors such as the increasing move to renewables, carbon reduction measures, taxation, reduction in generating capacity and increased reliance on energy imports, it is unlikely that the opportunity for any absolute cost reduction will occur on a consistent basis.

19. The framework is beneficial as it enables public sector authorities to, in effect, work together and collectively buy energy on the wholesale market through a Central Purchasing Body, such as LASER, that aggregates and purchases gas and electricity commodities when market conditions are favourable. The ability to purchase 'chunks' of energy over longer periods of time avoids the high-risk strategy of single day purchasing typically associated with fixed term, fixed price tendering.
20. In this way, the Council is able to aggregate its own and residents' required energy consumption with LASER's other customers to secure energy in a cost effective and risk managed way. LASER's market experts track wholesale energy market prices on a daily basis and determine, in accordance with a Governance Panel, the best strategy and timing to procure our energy requirements. Energy purchases are made in multiple blocks prior to the point of use ("flexible procurement") so as to mitigate the risk of buying all of our energy requirements on any one day, at which point the market price could be high. LASER has a strong track record in flexible energy procurement that has delivered significant cost avoidance to the Council. The Council could not run as effective a flexible procurement strategy on our own, due to having insufficient volume and in-house knowledge of energy market prices. The Council and residents would also lose out on the benefits of aggregating our volumes with other LASER customers, including the lower supplier management fees and shaping benefits the Council currently receives. The Council will sign an Access Agreement with LASER and a Call off Contract with the energy suppliers.

Consultation issues

21. It would not be practical for leaseholders to be consulted on every occasion that LASER forward purchases energy through the supplier on the Council's behalf as by the time the consultation process has been concluded, the prices would no longer be available. Indeed, a requirement to consult would render participation with a buying organisation led procurement process unworkable.
22. Furthermore, the prices received during the forward purchasing process would not necessarily be the same as the final contract price to the Council residents but rather components of the final price, which, as noted above, would be a product of the forward buying decisions taken in the run up to the contract start date. Other aspects of pricing are regulated by government, such as distribution and use of network costs (pipes, wires and metering)
23. In relation to the FTFP Contract LASER may obtain prices on the Council's behalf from suppliers on a particular day by vetting and analysing prices over a period of time for different options of contractual terms. The price and contract options may be available for 24 – 48 hours but certainly for too short a period to provide a 30-day consultation period. It is also sometimes necessary to accept prices for additions to the contract during the contract period with sometimes as little as 2 hours' notice. It would not be possible to react to changes while accommodating a 30-day consultation period.
24. In such circumstances, the process of providing a detailed proposal, inviting observations and responding to those observations as required by paragraphs 4, 5(2) and 7 of Schedule 2 of the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987) ("the Regulations") respectively, would render the whole energy supply contract process unworkable. Neither estimates received nor contract offers would be held for the length of time taken to consult.

25. The Council would like to award for the supply of gas and electricity from 1st December 2024 to 31st March 2030 via the LASER Framework in respect of which public notice has already been served. As public notice has already been served, the Council does not intend to serve a further public notice in respect of the new contracts.
26. To allow for effective forward purchasing of energy volumes for the 1st April 2025 supply period, the Council wishes to instruct LASER to begin purchasing energy from 1st December 2024.

Consultation - The relevant regime

27. The energy supply contracts the Council intend to enter into are of a sufficient value that it would require public notice, and accordingly the relevant consultation is Schedule 2 of the Regulations. However, the Council will not be giving public notice for the contracts it enters into because it will rely on the public notices served by LASER when they set up the framework agreements which the Council will access to obtain their own contract.

Dispensation - Schedule 2

Notice of Intention

28. On 5 August 2024 the Council served a Notice of Intention to all affected leaseholders for the proposed new energy supply contracts. On 12 August 2024 the Council served a Notice of Intention to all Tenants and Residents Associations. A sample copy of each covering letter and notice is at **Appendix 3**. A list of the Tenants and Resident Associations consulted is at **Appendix 4**.
29. The Notice of Intention advised recipients that the Council intended to seek dispensation for release from the full statutory consultation provisions and provided a link to this application on the dedicated webpage www.lbhf.gov.uk/energy2025.

30. The Council will be able to comply with all the consultation requirements as set out in paragraph 1 of Schedule 2 ('Notice of Intention') other than 1(2)(d). This is because the consultation provisions anticipate that a public notice will be given whereas, for the reasons set out at paragraphs 20 – 23 above, the Council will be relying on a public notice that has already been given by LASER. Dispensation is sought for release from the requirement to publish a new public notice.
31. Dispensation is further sought from the following paragraphs of Schedule 2 ('Landlord;s Proposal') to the Regulations as regards:
- 4(2) providing the name and address of the other party to the contract and any connection it has with the Council.
 - 4(4) providing an estimate of the relevant contribution to be incurred by the tenant;
 - 4(5) providing an estimate of the total amount of expenditure under the proposed agreement;
 - 4(6) providing a statement of the current unit cost or hourly or daily rate applicable;
 - 4(7) providing a statement of the reasons why The Council cannot comply with sub-paragraph 4(6)(b) and the date by which an estimate can be provided;
 - 4(9) confirming the intended duration of the agreement; and
 - 4(10) preparing a statement of observations and the Council's response to them.
32. In return, the Council suggests the following conditions to be applied pursuant to the dispensation:
- The Council to publicise and maintain a dedicated webpage hosting information on the proposal, the application to the First-tier Tribunal for dispensation, a copy of the full Directions, and, subsequently, the Tribunal's Decision.
 - Within 21 days of entering into contract, the Council to publish on its website contract information about:

- i. The name of the energy supplier;
 - ii. The date of the agreement;
 - iii. The contract duration;
 - iv. The date on which supply starts;
 - v. The date on which the contract period ends; and
 - vi. A summary of the observations received through the Notice of Intention and the Council's response to the same
- The Council to additionally offer on the website an opportunity for any Respondent requesting it a copy of the supply agreement which the Council has entered into with an energy supplier. This will be available free of charge for a period of 30 days following publication of the award information.
33. The Council seeks dispensation because the tender process for energy procurement is incompatible with elements of the consultation process. This is because to achieve the best value for money, and the best price for energy, LBH&F are required to make timely decisions in this procurement process as the price can change significantly over a short period of time. This provides difficulty following the consultation process under Section 20 of the Landlord and Tenant Act 1985, as amended, which can take 3 months to complete. The Council respectfully requests that in these particular circumstances that dispensation be granted on the terms presented. Leaseholders are not anticipated to suffer any prejudice if dispensation is granted.
34. The Council's leaseholders will retain the right to challenge the cost of the energy procured under a flexible contract if they do not consider it to be reasonable and make an application to this Tribunal to determine their liability to pay.

Dated this 10th day of September 2024



Signed:

.....
Assistant Director of Legal Services
Hammersmith & Fulham Legal Services

These are the notes referred to on the following official copy

Title Number BGL110423

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

H.M. LAND REGISTRY
LAND REGISTRATION ACT 2002

LR1. Date of Lease 15th December Two Thousand and ~~Thirteen~~ ^{fourteen}

LR2. Title Number LR2.1 Landlord's title number:
NGL389326

LR2.2 Other title numbers:

LR3. Parties to this lease

Landlord:
THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HAMMERSMITH
AND FULHAM of Town Hall King Street
Hammersmith W6 9JU



SEQ184

Tenant: *PARKER* *DM*
WILLIAM MILLIKEN of 3rd Floor Flat, 104
Flora Gardens London W6 0HR

LR4. Property

In the case of a conflict between this clause and
the remainder of this lease then, for the
purposes of registration, this clause shall
prevail:

see Second Schedule

LR5. Prescribed statements etc. LR5.1 Statements prescribed under rules 179
(dispositions in favour of a charity), 180
(dispositions by a charity) or 196 (leases under
the Leasehold Reform, Housing and Urban
Development Act 1993) of the Land
Registration Rules 2003:

None

LR5.2 This lease is made under, or by reference to,
provisions of:

Housing Act 1985

LR6.	Term for which the Property is leased		The term is as follows: 125 years from the 24 th of June 2013
LR7.	Premium		£137,300.00 (One Hundred and Thirty Seven Thousand and Three Hundred Pounds)
LR8.	Prohibitions or restrictions on disposing of this lease		This lease does not contain a provision that prohibits or restricts dispositions
LR9.	Rights of acquisition etc.	LR9.1	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land: <u>None</u>
		LR9.2	Tenant's covenant to (or offer to) surrender this lease: <u>None</u>
		LR9.3	Landlord's contractual rights to acquire this lease: <u>None</u>
LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property		<u>None</u>
LR11.	Easements	LR11.1	Easements granted by this lease for the benefit of the Property: <u>Third Schedule</u>

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property:

Fourth Schedule

LR12. Estate rent charge
burdening the Property

None

LR13. Application for standard
form of restriction

None

LR14. Declaration of trust where
there is more than one
person comprising the
Tenant

The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants

OR

The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares

OR

The Tenant is more than one person. They are to hold the Property on trust

H.M. LAND REGISTRY
LAND REGISTRATION ACT 2002

ADMINISTRATION AREA: LONDON BOROUGH OF HAMMERSMITH AND
FULHAM

TITLE NUMBER: NGL389326

PROPERTY: 3rd Floor Flat
104 Flora Gardens
London W6 0HR

PARTICULARS

Date of Lease: 1st day of *December* Two Thousand and ~~Thirteen~~ *Fourteen*

1. Lessor: THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF HAMMERSMITH AND FULHAM

2. Lessee: *PARKER*
WILLIAM [^]MILLIKEN *DM*

3. Flat: 3rd Floor Flat, 104 Flora Gardens London W6 0HR

4. Other Demised Property: None

5. Building and Address: 61-120 Flora Gardens London W6 0HR

6. Premium: One Hundred and Thirty Seven Thousand
and Three Hundred Pounds
£137,300.00

7. Rent: £10 PER ANNUM

8. Term: One Hundred and Twenty Five Years from the
24th of June 2013

THIS DEED OF LEASE is made on the date stated in the Particulars BETWEEN the Lessor specified in Paragraph 1 of the Particulars ("the Lessor") and the person or persons specified in Paragraph 2 of the Particulars ("the Lessee") AND WITNESSES:

1. UNLESS the context requires otherwise the various expressions set out in the First Schedule shall have the meaning or bear the interpretation there set out
2. IN consideration of the Premium specified in Paragraph 6 of the Particulars paid by the Lessee to the Lessor (receipt of which is acknowledged by the Lessor) and in pursuance of the Housing Act 1985 the Lessor hereby DEMISES to the Lessee ALL THOSE the Demised Premises TOGETHER with the Included Rights but SUBJECT to the Excepted Rights TO HOLD the same unto the Lessee for the term of years specified in Paragraph 8 of the Particulars YIELDING AND PAYING yearly during the said term the ground rent specified in paragraph 7 of the Particulars such ground rent to be paid in advance without any deduction (save as authorised or required by law) by equal half yearly payments on the Thirty-first day of March and on the Thirtieth day of September in every year the first proportionate payment thereof in respect of the period from the date hereof to the date for payment of rent next following to be made on the execution hereof AND ALSO PAYING from time to time the Service Charge referred to in Clause 2 of Part I of the Fifth Schedule hereto AND ALSO PAYING on demand in every year the amount of the premium paid by the Lessor for effecting insurance of the Demised premises in accordance with Clause 4(a) of Part I of the Sixth Schedule hereto
3. The Lessee COVENANTS (i) with the Lessor to observe and perform the covenants obligations and regulations set out in Part I of the Fifth Schedule and in the Ninth Schedule and (ii) with the Lessor and with the long lessees of all the other flats in the Building to observe and perform the covenants and obligations set out in Part II of the Fifth Schedule
4. The Lessor COVENANTS with the Lessee so as to bind itself and its successors in title the persons for the time being entitled to the reversion of the Demised Premises immediately expectant on this Lease but not as to bind itself after it shall have parted with such reversion or to incur further liability thereafter to observe and perform the obligations and provisions set out in the Sixth Schedule
5. THE Lessor and the Lessee agree the provisions set out in the Seventh Schedule
6. PROVIDED ALWAYS and it is hereby agreed that if any rent or other sum due under this Lease is at any time in arrears and unpaid for twenty one days after becoming due (whether formally demanded or not) or if the Lessee at any time fails to observe any of the Lessee's covenants (except that in Clause 7 hereof) or any of the other terms or conditions of this Lease then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon the demise shall absolutely determine but without

prejudice to the right of action by the Lessor in respect of any antecedent breach of the Lessee's covenants herein contained

7. IN demising the Demised Premises to the Lessee at the consideration mentioned in Paragraph 6 of the Particulars hereof the Lessor has allowed to the Lessee a discount of £102,700.00 ("the discount") under the provisions of Sections 129 to 131 of the Housing Act 1985 and the Lessee HEREBY COVENANTS with the Lessor with the intention that such covenant shall be binding on his successors in title to pay on demand to the Lessor such sum as the Lessor may demand in accordance with Section 155A of the Housing Act 1985 before a relevant disposal if there is a relevant disposal of the Demised Premises falling within Section 159 of the Housing Act 1985 within the period of five years after the date hereof ("the discount period") but if there is more than one such disposal then only on the first of them Provided that a disposal which falls within Section 160 of the Housing Act 1985 is exempted from this covenant AND the liability arising under the above covenant shall be a charge on the Demised Premises in accordance with Section 156 of the Housing Act 1985 pursuant to section 49 of the Land Registration Act 1925 the Lessor hereby applies to the Chief Land Registrar for an entry and the Lessee hereby consents to an entry of a Notice protecting the Lessor's said Charge
8.
 - (1) It is agreed that the maximum amount which may be demanded by the Lessor shall be reduced by one fifth for each complete year which has elapsed after the date hereof and before the first relevant disposal
 - (2) If the Lessee or his successors in title enters into an Agreement ("Agreement") within sub-section (3) of section 163(A) of the Act any liability arising under the covenant required by section 155 shall be determined as if a relevant disposal which is not an exempt disposal had occurred either:-
 - (a) at the time the Agreement is entered into or
 - (b) it was made before the beginning of the discount period immediately after the beginning of that period in accordance with Section 163A of the Act
9. The Lessee further hereby covenants with the Lessor that until the end of the period of ten years beginning from the date hereof there will be no relevant disposal which is not an exempted disposal unless the prescribed conditions (as defined in section 156A of the Act) have been satisfied in relation to such disposal as provided for by section 156A of the Act and (without prejudice to the generality of the foregoing) reference to the prescribed conditions (as defined in Section 156A of the Act) shall be taken to include The Housing (Right of First Refusal)(England) Regulations 2005
10. It is further agreed as follows:-
 - (1) The liability arising under clauses 7 and 9 of this Lease are charges on the Demised Premises and in order to give effect to such clauses the Lessor hereby applies to the Chief Land Registrar to enter on the relevant registers of the title number relating to the Demised Premises

- (i) a notice of the Lessor's statutory charge pursuant to section 156 of the Act
 - (ii) a restriction reflecting the Lessor's right of first refusal on disposal pursuant to section 156A of the Act
- (2) The Lessee hereby consents to such entries on the relevant registers of the title number relating to the Demised Premises as are necessary to give effect to the provisions of paragraphs (i) and (ii) of clause 10(i) hereof

IN WITNESS whereof the parties hereto have duly executed this Deed on the date specified in the Particulars

FIRST SCHEDULE

Definitions and Interpretation

- (i) "*Lessor*" and "*Lessee*" shall include their respective successors in title and if the Lessee is more than one person then the covenants and obligations on the Lessee's part shall be construed as joint and several
- (ii) Words importing the masculine gender shall where necessary be construed as importing the feminine and words importing the singular number shall where necessary be construed as importing the plural and vice versa
- (iii) "*the Property*" means the land and buildings of which the Demised Premises forms part which is for the purposes of identification only now shown edged black on the Plan annexed hereto and reference thereto includes any buildings erected thereon but subject to any modification thereof which may at any time be made pursuant to paragraph 3 of the Fourth Schedule hereto
- (iv) "*the Building*" means the block of flats erected on the Property known as 61-120 Flora Gardens
- (v) "*the Demised Premises*" means the premises referred to in Paragraph 3 and 4 of the Particulars and more particularly described in the Second Schedule
- (vi) "*the Flat*" is the Demised Premises so described in the Second Schedule and the expression "the Flat" "flat" or "flats" includes any maisonette described as "the Flat" in the Second Schedule or any other maisonette in the Building
- (vii) "*the Included Rights*" means the rights easements and privileges specified in the Third Schedule
- (viii) "*the Excepted Rights*" means the exceptions and reservations specified in the Fourth Schedule
- (ix) "*Conduits*" means and includes chimneys flues ventilating ducts boosters pumps extractor fans cisterns tanks storage tanks radiators water gas oil and electricity supply pipes waste pipes sewers drains tubes meters soil pipes waste water pipes and also wires or cables used for the conveyance of electrical current or impulses and all valves traps and switches appertaining thereto and shall include (unless expressly excluded)

- any wires cables pipes or apparatus belonging to any public utility supply authority
- (x) "*the Service Charge*" is the amount or amounts from time to time payable under Clause 2 of Part I of the Fifth Schedule and shall include any Value Added Tax payable thereon
- (xi) "*the Common Parts*" means all those parts of the Property not exclusively enjoyed by lease licence or otherwise by the Lessee or the occupiers of any other part of the Property
- (xii) "*Long Lessee*" and/or "*Long Lessees*" means any lessee of any flat in the Building with a Lease at a low rent and reserving a premium
- (xiii) "*Value Added Tax*" includes any other tax of a similar nature that may be imposed in addition or substitution for Value Added Tax
- (xiv) "*The Amenity Lands*" means the pedestrian areas shown hatched on the said Plan including any Play Areas which are now or may at any time form part of the pedestrian areas but subject to any modification thereof which may result from the Lessor exercising its rights pursuant to paragraph 3 of the Fourth Schedule hereto
- (xv) "*The Planting Areas*" means the land shown cross-hatched on the said Plan
- (xvi) "*the Act*" means the Housing Act 1985 as amended

THE SECOND SCHEDULE

The Demised Premises

The Flat specified in Paragraph 3 of the Particulars situate on the third floor of the Building the Flat shown edged red on the Plan annexed hereto Together Also with the following:

- (i) all Conduits (save those belonging to any public utility supply authority) which solely serve the Demised Premises or any part whether laid in on under or over any part of the Demised Premises the Building or its curtilage
- (ii) all fixtures and fittings in or about the Demised Premises (other than tenant's fixtures and fittings) and not herein expressly excluded
- (iii) the internal plastered coverings and plasterwork tiles and other materials on the walls bounding the Demised Premises (excluding the doors and door frames and windows and window frames other than the internal surfaces furniture sash cords (if any) and glass thereof fitted in such walls and excluding such walls and balcony (if any) other than the internal surfaces thereof)
- (iv) the walls and partitions lying within the Demised Premises (but excluding any load bearing walls) and the plastered coverings plasterwork tiles and all other materials on all walls (including the load bearing walls) and partitions and the doors and door frames fitted in such walls and partitions
- (v) the plastered coverings screedings and plasterwork tiles and all other materials on the surfaces of the ceiling and of the floors of the Demised Premises (including floor boards if any but excluding joists) BUT EXCLUDING any part of the roof space of the

Key	Extent of FI
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Notes	Revisions	Date	Rev.	Init.
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Scale	As shown	Original Sheet Size	
		A3	A3
Surveyed	init.		date
		HOR	Jun. '13
	drawn	WAS	Jun. '13
	checked	HOR	Jun. '13
Colour	colour	CEP	Aug. '13
	checked	HOR	Aug. '13

**HAMMERSMITH & FULHAM
COUNCIL**

TRANSPORT & TECHNICAL
SERVICES

TOWN HALL, KING STREET
LONDON, W6 9JU
Telephone 020 8748 3020

TITLE

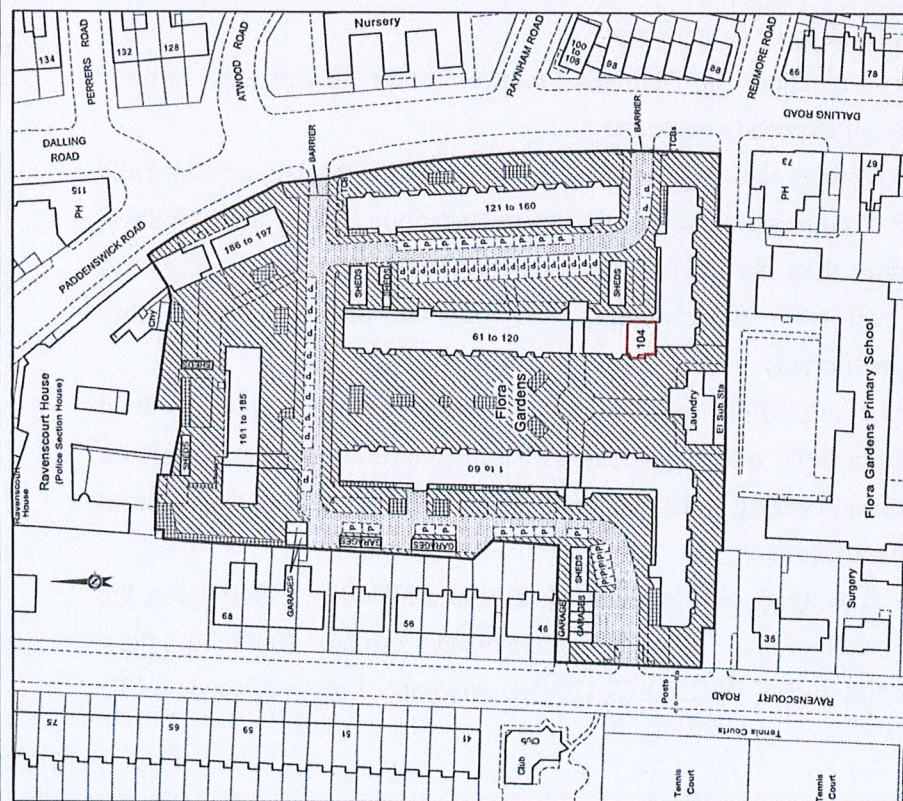
104 FLORA GARDENS
DALLING ROAD
LONDON W6 0HR

THIRD FLOOR FLAT SURVEY

RTB No. 31318/1

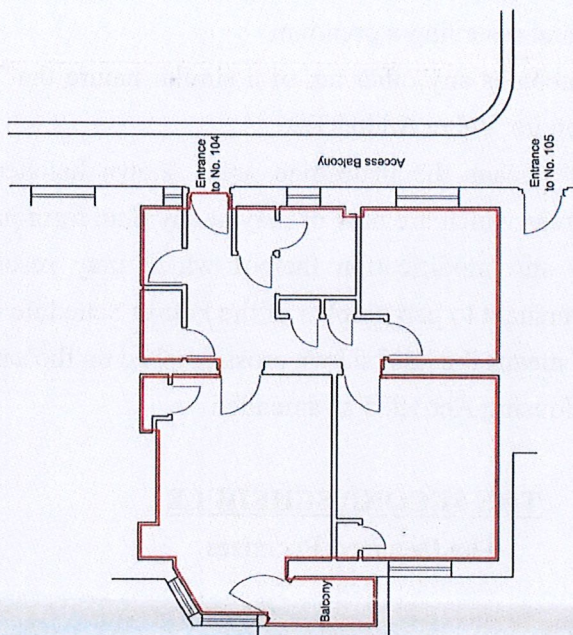
SALE OF COUNCIL HOMES

dwg.no.	40711/5151/col	rev.
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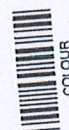
LOCATION PLAN
SCALE 1:1250

THIRD FLOOR PLAN
SCALE 1:100



LEGEND :

- | | |
|---|---------------|
|  | pedestrian |
|  | vehicular |
|  | planted |
|  | parking |
|  | site boundary |



THIRD SCHEDULE

The Included Rights

1. The right for the Lessee and all persons authorised by him in common with others enjoying the like right at all times for all purposes incidental to the occupation and enjoyment of the Demised Premises to pass on foot only over and along the entrance hall balcony passages landings and stairs in the Building
2. The right for the Lessee and all persons authorised by him in common with others enjoying the like right at all times and for all purposes incidental to the occupation and enjoyment of the Demised Premises to go pass and re-pass with or without vehicles over and along the roadways shown speckled on the plan annexed hereto PROVIDED ALWAYS that the Lessor shall have the right temporarily to close or divert any part of the said roadways provided that such closure or diversion shall not prevent the Lessee from having access to or egress from the Demised Premises
3. The right in common with all other persons entitled to the like right to the free and uninterrupted passage and running of gas electricity water and soil and all other services to and from the Flat in through and along the Conduits now laid or which may at any time during the period of eighty years from the commencement of the term be laid in or through the Building or its curtilage or any part thereof and which serve the Demised Premises
4. The right to enter any part of the Building as may be reasonably necessary to enable the Lessee to comply with his obligations hereunder PROVIDED ALWAYS that the Lessee shall (except in emergency) before exercising such right in respect of any part of the Building give reasonable prior notice in writing to the occupier of such part of the Building and to the Lessor specifying the purpose for which entry is required and the Lessee shall forthwith make good or pay reasonable compensation for all damage to the Building or any part thereof occasioned by such entry or any works consequent thereon
5. The right to subjacent superjacent and lateral support and protection for the Demised Premises from the remainder of the Building as enjoyed at the date hereof
6. The right in common with all other persons entitled to a like right to use any refuse chute and Paladin bins provided
7. The benefit (in common with the other persons entitled thereto) of any covenants or agreements entered into by the Long Lessee of any other flat in the Building with the Lessor similar to those contained in Part II of the Fifth Schedule hereto
8. The right for the Lessee in common with all other persons entitled to the like right to use the lifts in the Building provided that the Lessee shall not use or authorise the use of the lifts for the carrying of builders materials or other goods for which they were not designed

9. The right for the Lessee in common with other persons to whom a like right may be granted to use such Amenity Lands from time to time forming part of the Property for the purposes of access on foot only to the Building Provided that those parts of the Amenity Lands (if any) marked Play Area may be used for recreational purposes and Provided that the Lessee shall not cause or permit to be caused any nuisance inconvenience or annoyance to other persons entitled to use the Amenity Lands

FOURTH SCHEDULE

The Excepted Rights

1. There is reserved out of this Lease to the Lessor and to the owners and occupiers of the other flats in the Building the easements rights and privileges over along through and in respect of the Demised Premises equivalent to those set out in Paragraphs 3 4 and 5 of the Third Schedule hereto
2. The right for the Lessor and its servants agents and workmen at all reasonable times upon reasonable prior notice (but at any time in case of emergency) to enter the Demised Premises with all necessary tools and equipment for the purpose of carrying out its obligations under the Sixth Schedule hereto
3. The right for the Lessor and any person or persons authorised by it at any time or times to rebuild reconstruct modify amend vary demolish or alter the Property or any part thereof (except the Demised Premises) or any buildings adjoining or adjacent to the same (which rebuilding reconstruction amendment variation modification demolition or alteration shall include any alteration to or any disposal of land forming part of the Property or any addition of land to the Property or to the layout of the Amenity Lands Planting Areas (if any) and roadways over which rights of way have been granted herein) AND ALSO the right to erect a new building or buildings on any part of the Property so adjoining or so adjacent to such height elevation extent or otherwise as the Lessor shall think fit Provided that any such works of rebuilding reconstruction modification amendment variation demolition or alteration are carried out in accordance with good planning practice and with due regard to modern standards and methods of building and workmanship and provided all damage to the Demised Premises is made good and the Lessee shall permit such work to commence and continue without interference or objection
4. The right for the Lessor and its servants agents and workmen at all reasonable times upon reasonable prior notice (but at any time in case of emergency) to enter the Demised Premises with all necessary tools and equipment
 - (a) for the purpose of examining the condition of the Demised Premises or any adjoining premises
 - (b) for the purpose of carrying out to the Demised Premises or the Building or any of the adjoining land or premises of the Lessor any works of repair maintenance

- renewal improvement building alteration modification decoration or cleaning whatever (including the construction alteration maintenance repair or renewal of the whole or any part of the Conduits) causing as little damage as possible to the Demised Premises and making good all damage caused thereto
5. The right for the Lessor and all persons to whom a like right may be granted to lay in or over or across the Demised Premises at any time during the period of eighty years from the commencement of the said term such ducts wires fixings cables or other conduits as shall be reasonably necessary for the installation and maintenance of any communal aerial or wired radio and television service installed or to be installed in the neighbourhood of the Demised Premises and at all times during the said term to retain without interference and to examine test renew replace repair alter remove or maintain such ducts wires fixings cables or other conduits as are now laid or hereafter to be laid in on over under or across the Demised Premises subject to the Lessor or other person exercising the said rights causing as little damage as possible to the Demised Premises and making good all damage caused thereto
 6. The right for the Lessor and all persons to whom a like right may be granted and their servants agents and workmen at all reasonable times upon reasonable prior notice (but at any time in case of emergency) to enter the Demised Premises for the purpose of laying affixing repaying maintaining altering examining testing renewing or replacing the ducts wires fixings cables or other conduits of any communal aerial or wired radio and television service referred to in Paragraph 5 above
 7. All other rights easements and privileges (whether as easements quasi-easements or otherwise and whether or not continuous or apparent) over along through and in respect of the Demised Premises presently or heretofore enjoyed by the Lessor and the owners or occupiers from time to time of any other part of the Building

FIFTH SCHEDULE

Part I

Lessee's Covenants

1. To pay the reserved rent at the time and in the manner aforesaid
2. To pay to the Lessor without any deduction the Service Charge being those proportions or percentages specified in Part II of the Eighth Schedule hereto of the expenses and outgoings which the Lessor shall in relation to the Property reasonably and properly incur in each Lessor's Financial Year and which are authorised by Part I of the Eighth Schedule hereto being subject to the following terms and provisions:-
 - (a) the amount of the Service Charge shall be ascertained and certified by a Certificate (hereinafter called "the Certificate") signed by the Lessor's Accountants or Managing Agents (at the discretion of the Lessor) acting as experts and not as arbitrators annually and so soon after the end of the Lessor's

Financial Year as may be practicable and shall relate to such year in manner hereinafter mentioned;

- (b) the expression "the Lessor's Financial Year" shall mean the period from 1st April in each year to 31st March of the next year or such other annual period as the Lessor may in its discretion from time to time determine as being that in which the accounts of the Lessor either generally or relating to the building or Demised Premises shall be made up;
- (c) a copy of the Certificate for each Financial Year shall be supplied by the Lessor to the Lessee on the Lessee's written request and without charge to the Lessee;
- (d) the Certificate shall contain a summary of the Lessor's said expenses and outgoings incurred by the Lessor during the Lessor's Financial Year to which it relates together with a summary of the relevant details forming the basis of the Service Charge;
- (e) the expression "the expenses and outgoings incurred by the Lessor" as herein used shall be deemed to include not only those expenses and outgoings and other expenditure herein described which have been actually disbursed incurred or made by the Lessor during the year in question but also such reasonable part of all such expenses outgoings and other expenditure herein described which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made including a sum or sums of money by way of a reasonable provision for anticipated expenditure in respect thereof as the Lessor or its Accountants or Managing Agents (as the case may be) may in their discretion allocate to the year in question as being fair and reasonable in the circumstances;
- (f) the Lessee shall if required by the Lessor with every half-yearly payment of ground rent reserved hereunder pay to the Lessor such sum in advance and on account of the Service Charge as the Lessor its Accountants or Managing Agents (as the case may be) shall specify at their discretion to be a fair and reasonable interim payment;
- (g) as soon as practicable after the signature of the Certificate the Lessor shall furnish to the Lessee an account of the Service Charge payable by the Lessee for the year in question due credit being given therein for all interim payments made by the Lessee in respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the Lessee to the Lessor the amount of the Service Charge as aforesaid or any balance found payable or there shall be allowed by the Lessor to the Lessee any amount which may have been overpaid by the Lessee by way of interim payment as the case may require;
- (h) it is hereby agreed and declared that the Lessor shall not be entitled to re-enter under the provision in that behalf hereinbefore contained by reason only of non-

payment by the Lessee of any such interim payment as aforesaid prior to the signature of the Certificate but nothing in this Clause or these presents contained shall disable the Lessor from maintaining an action against the Lessee in respect of non-payment of any such interim payment as aforesaid notwithstanding that the Certificate had not been signed at the time of proceedings subject nevertheless to proof in such proceedings by the Lessor that the interim payment demanded and unpaid is of a fair and reasonable amount having regard to the prospective Service Charge ultimately payable by the Lessee;

(i) provided always and notwithstanding anything herein contained it is agreed and declared as follows:

(a) that in regard to the commencement of the term hereby granted the Service Charge shall be duly apportioned in respect of the period from the date on which the first payment of rent shall fall due hereunder to the ensuing 31st March and not in respect of the period from the date of commencement of the said term to such ensuing 31st March;

(b) that the provisions of paragraph (g) hereof shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but only in respect of the period down to such expiration or sooner determination of the said term

3. To pay an additional payment on the 29th September in each year being the amount of premium (whether increased by any act or omission of the Lessee or not) paid by the Lessor for effecting insurance in accordance with Clause 4(a) of Part I of the Sixth Schedule hereto
4. To pay all water rates and charges and other outgoings which are now or may during the term hereby granted be payable in respect of the Demised Premises
5. To pay to the Lessor from the date of the Notice given by the Lessor under Section 125 (as amended) of the Act such proportions or percentages as are specified in Part II of the Eighth Schedule hereto of the costs and expenses incurred by the Lessor in complying with or dealing with any or all of the matters referred to in the said Section 125 Notice
6. To pay unto the Lessor all costs charges and expenses (including legal costs and fees payable to an Engineer or Surveyor) which may be incurred by the Lessor in contemplation of or incidental to the preparation and service of a Notice under Sections 146 and 147 of The Law of Property Act 1925 or any re-enactment or modification thereof notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court
7. To comply with all local bye-laws statutory requirements and other lawful requirements applicable to the Demised Premises and to keep the Lessor indemnified against all costs claims demands and liability arising thereon
8. On the determination of the said term to yield up to the Lessor the Demised Premises in

good and substantial repair in accordance with the covenants by the Lessee herein contained

9. To permit the Lessor and its duly authorised Surveyors or Agents with or without workmen at all reasonable times upon reasonable prior notice (but at any time in case of emergency) to enter into and upon the Demised Premises or any part thereof for the purposes of viewing and examining the state of repair thereof
10. From time to time during the said term to pay all charges and expenses incurred by the Lessor in abating a nuisance and executing all such works as may be necessary for abating a nuisance in the Demised Premises in obedience to a Notice served by the Local Authority or any other Authority
11. In accordance with the Lessee's covenants in that behalf hereinafter contained to repair decorate cleanse and make good all defects in the repair decoration and condition of the Demised Premises of which notice in writing shall be given by the Lessor to the Lessee such works to be carried out to the satisfaction in all respects of the Lessor within such period (not being less than three months) as shall be specified in the Notice.
12. If at any time during the said term the Lessee shall make default in the performance of any of the covenants herein contained for or relating to the repair decoration or maintenance of the Demised Premises then to permit the Lessor at all reasonable times during the said term with or without workmen and others to enter upon the Demised Premises and repair decorate maintain or reinstate the same at the expense of the Lessee (but so that no such entry repair decoration maintenance or reinstatement shall prejudice the right of re-entry under the provisions hereinbefore contained) and to repay to the Lessor on demand the costs of such repair decoration maintenance or reinstatement (including any Solicitors' Counsels' Surveyors' and other costs and fees reasonably incurred by the Lessor in respect thereof) such cost to be recoverable by the Lessor as if the same were rent in arrear
13. To permit the Lessor and the Lessor's Surveyors or agents with or without workmen and others at all reasonable times upon reasonable prior notice in writing (but at any time in case of emergency) to enter into and upon the Demised Premises or any part thereof for the purpose of repairing any part of the Property and for the purpose of making laying down repairing maintaining testing disconnecting stopping up renewing rebuilding cleansing lighting and keeping in good order and condition all Conduits gutters party structures and other conveniences belonging to or serving or used for the Building (without prejudice however to the obligations of the Lessee hereunder with regard thereto) PROVIDED THAT the Lessor shall make good to a reasonable standard all damage to the Demised Premises and to the fixtures Conduits appurtenances goods or effects installed therein or affixed thereto caused by the carrying out of any work in this present sub-clause mentioned or otherwise referred to
14. In the event of the Demised Premises or any part of the Building being damaged or destroyed by fire or other causes at any time during the term hereby granted and the

insurance money under any insurance against fire or other risks effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of the Lessee then and in every such case the Lessee will forthwith pay to the Lessor the whole or a fair proportion of the cost of rebuilding the same and any dispute arising out of this provision shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

15. Not at any time without the licence in writing of the Lessor first obtained nor except (if such licence shall be granted) in accordance with plans and specifications previously approved by the Lessor and to the Lessor's reasonable satisfaction to make any alteration or addition whatsoever in or to the Demised Premises either externally or internally nor to make any alteration or aperture in the plan external construction height walls timbers elevations or architectural appearance thereof nor to cut or remove the main walls or timbers of the Demised Premises nor to do or suffer in or upon the Demised Premises any wilful or voluntary waste or spoil nor to carry out or permit to be carried out any alterations to the general plumbing system and/or any Conduits connected thereto nor to remove any of the Lessor's fixtures and fittings
16. Not without the consent of the Lessor such consent not to be unreasonably withheld to erect upon or affix to the Demised Premises or any part thereof any external radio or television aerial
17. Not to use the Demised Premises or any part thereof nor allow the same to be used for the purposes of any trade or business or for any illegal or immoral purposes but to use the same as a private dwellinghouse only
18. Not without the Lessor's consent to exhibit on the outside or in the windows of the Demised Premises any name plate placard or announcement for commercial purposes other than a "For Sale" notice
19. Without prejudice to the other covenants in this Lease contained not to do or omit or permit or suffer to be done or omitted any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 1990 or any enactment amending or replacing the same and to keep the Lessor indemnified against all claims demands and liabilities in respect thereof
20. Within seven days of the receipt of the same to give full particulars to the Lessor of any permission notice order or proposal for a notice or order relating to the Demised Premises made given or issued to the Lessee by any Government Department or any local or public authority under or by virtue of any statutory powers or otherwise and if so required by the Lessor to produce such permission notice order or proposal for a notice or order to the Lessor AND ALSO without delay to take all reasonable or necessary steps to comply with any such notice or order at the Lessee's own expense
21. To give notice in writing and to provide a verified copy of any transfer assignment underletting parting with possession charge or other devolution of the term hereby

created within twenty-one days of such devolution to the Lessor's Assistant Director(Legal And Democratic Services) or solicitors and to produce to him or them every Probate of Will or Letters of Administration to the estate and effects of every deceased Lessee Assignee or Underlessee of the Demised Premises within one calendar month of the date of grant thereof paying a registration fee therefor of Thirty Pounds (£30) or the Lessor's Assistant Director(Legal And Democratic Services) (or other solicitors) reasonable costs whichever shall be the greater plus any tax payable thereon at the rate for the time being in force

22. To procure that any underletting of the Demised Premises or any assignment or underletting of any part thereof contains restrictions similar to those set out in the Ninth Schedule and does not contain terms inconsistent with the terms of this Lease
23. To pay a fair and due proportion (having regard to the benefit to the Demised Premises) of the costs charges and expenses which the Lessor shall be called upon to pay as a contribution towards the expense of making repairing maintaining rebuilding and cleansing all ways roads pavements sewers drains pipes watercourses conduits party walls party structures party fences walls or other conveniences which may belong to or be used for the benefit of the Property in common with other premises near or adjoining thereto
24. At the expense of the Lessee to execute and do all such works and things whatever as may now or any time during the said term be directed or required by any national local or other public authority to be executed or done in or in respect of the Demised Premises or by the owner or occupier of the Demised Premises
25. To obtain all licences permissions and consents and to do and execute all works and things and to bear and pay all expenses levies and taxes required or imposed by any existing or future legislation in respect of works carried out by the Lessee in the Demised Premises or any part thereof or any user of the Demised Premises during the said term
26.
 - (a) At all reasonable times during the said term and upon reasonable notice to permit the Lessor and all persons authorised by the Lessor to enter and inspect the Demised Premises with a view to the sale of the Lessor's interests in the Demised Premises
 - (b) At all reasonable times during the twelve months before the end of the said term and upon reasonable notice to permit the Lessor and all persons authorised by the Lessor or its duly authorised agent to enter and inspect the Demised Premises with a view to the re-letting of the same at the end of the term
27.
 - (a) To notify the Lessor in writing within twenty-four hours of his becoming aware of any fire in the Demised Premises or any part thereof or any other event likely to lead to a claim on the Lessor's insurance relating to the Property
 - (b) To notify the Lessor as quickly as possible in the event of any relevant defect (as defined by Section 4(3) of the Defective Premises Act 1972) coming to his

attention whether in the Demised Premises or any other part of the Property and to use his best endeavours to ensure that his visitors are given adequate warning of any such relevant defect

28. Not to do or permit or suffer to be done or bring or permit or suffer to be brought in or upon the Demised Premises anything which may throw on the Demised Premises or any other part of the Building any weight or strain in excess of that which such premises are calculated to bear with due margin for safety.
29. To keep the floors of the Demised Premises including the passages thereof substantially covered with carpets except that in the kitchen and bathroom a covering made of cork or rubber or other suitable material for avoiding the transmission of noise and which should extend over the whole floor may be used instead of carpets
30. To indemnify and keep indemnified the Lessor from liability in respect of any injury to or the death of any person damage to any property movable or immovable the infringement disturbance or destruction of any right easement or privilege or otherwise by reason of or arising directly or indirectly out of the repair state of repair or condition of the Demised Premises or of any permitted alteration thereto and from all proceedings costs claims and demands whatsoever in respect of any such liability or alleged liability
31. If the Demised Premises are not separately metered for the purpose of assessment of water rates and the Lessor pays the water rates in respect of the Building or the Property in accordance with the provisions of Clause 5 of Part I of the Sixth Schedule hereof AND if at any time during the term the Water Authority requires the Demised Premises to be separately metered and a separate water supply to be installed in and connected to the Demised Premises then the Lessee shall pay the costs of such installation connection and separate metering and thenceforth the Lessee shall pay the water rates in respect of the Demised premises in accordance with the provisions of Clause 4 of Part I of this Schedule
32. At all times to keep the Lessor indemnified against all actions proceedings costs damages claims demands and liability for or in respect of any breach during the said term of (i) any of the covenants or agreements on the part of the Lessee contained in this Lease and (ii) any restrictive covenant or other agreement for the benefit of third parties affecting the Demised Premises
33. To pay all Value Added Tax that may be chargeable in respect of any payment made by the Lessee under the terms of or in connection with this Lease or in respect of any payment made by the Lessor where the Lessee is liable to reimburse the Lessor for the amount of such expenditure
34. To pay to the Lessor on demand such charge (including any Value Added Tax payable thereon) as shall be notified by the Lessor to the Lessee for the repair maintenance replacement renewal testing servicing and inspection of any entry phone as may be now or hereafter installed in the Demised Premises.
35. (a) Not on or within five years from the date hereof (whilst the Lessor continues to

- have a contingent right to repayment of discount under Clause 7 of this Lease) to effect (or agree to effect or suffer to take effect) any dealing (with the legal or beneficial ownership of this Lease or the demised Premises) not entailing repayment of discount under Clause 7 of this Lease without giving prior written notice to the Lessor nor without the prior written consent of the Lessor provided that the Lessor may only refuse consent if it reasonably considers the dealing (either alone or together with any other transaction or transactions already or simultaneously or subsequently entered into) is intended (or partly intended) to avoid (or facilitate avoidance of) the contingent right in Clause 7 or is or may be materially prejudicial to that right
- (b) No consent will be required under the preceding sub-paragraph (a) in respect of an exempted disposal for the purposes of Section 160 of the Housing Act 1985 (or any Act amending or replacing it) or for a mortgage or charge to secure a loan to the Lessee by an approved lending institution for the purpose of enabling the Lessee to exercise the right to buy (or the right to buy on rent to mortgage terms) or for any further advance by any such institution
 - (c) Within 10 days of execution thereof (or if later of the date of this Lease) to supply to the Lessor a copy (certified by a solicitor) of any document effecting or evidencing any dealing with (or devolution of) the legal or equitable title to the Lease or the demised premises taking place before the expiration of five years from the date of this Lease
 - (d) This paragraph (35) is without prejudice to any other provision of this Lease
 - (e) Each obligation in this Clause is independent and severable from the others and any invalidity or unenforceability of one or more such obligations shall not affect the validity or enforceability of the others

FIFTH SCHEDULE

Part II

Lessee's Further Covenants

1. To keep the whole of the Demised Premises and additions and improvements thereto (excluding any portion thereof which the Lessor covenants to repair in the Sixth Schedule hereto) and the Lessor's fixtures and fittings and the sanitary and heating and electrical apparatus installed in or affixed to the Demised Premises and the door and window furniture glass and sash cords (if any) thereof in good and substantial repair and condition and in particular (but without prejudice to the generality of the foregoing) to support shelter and protect all such parts of the building which adjoin or lie above or beneath the Demised Premises
2. At all times to keep the interior of the Demised Premises in good decorative repair
3. To make good all damage caused through the act or default of the Lessee (a) to any part

- of the Property or to the appointments or the fixtures and fittings thereof and (b) to any other occupier or tenant of the Property and their licensees and in each case to keep the Lessor indemnified from all claims expenses and demands in respect thereof
4. Not to do or omit or permit or suffer to be done or omitted any act deed matter or thing whatsoever whereby the risk or hazard of the Demised Premises or the Building being destroyed or damaged by fire or any other risk against which the Lessor has insured may be increased or which may require any additional premium for insuring the same or which may make void or voidable any policy for such insurance and to give notice to the Lessor of any act thing or matter done or brought on to the Demised Premises which may lead to an increase in the premiums for insuring the same and to pay any increase in the insurance premium attributable to the Demised Premises or the Property by reason thereof
 5. Not to do or omit or permit or suffer to be done or omitted upon or in connection with the Demised Premises anything which shall be or tend to be a nuisance or annoyance or cause of damage to the Lessor or the other occupants of the Building or to any neighbouring adjoining or adjacent property or the owner or occupiers thereof
 6. To observe the restrictions and regulations specified in the Ninth Schedule hereto and subject to consultation with the lessees and tenants in the Building other reasonable restrictions or regulations consistent with the terms of this Lease of which the Lessor shall give notice in writing to the Lessee
 7. Not to stop up or darken or obstruct any windows or lights belonging to the Building nor knowingly permit any new easement to be made or acquired unto against or upon the Demised premises and in case any such easement shall be made or attempted to be made the Lessee will forthwith upon first becoming aware thereof give notice in writing to the Lessor and will at its request adopt such means as may be reasonably required and deemed proper for preventing such encroachment or the acquisition of any such easement
 8. To indemnify and keep indemnified the Lessors from and against all costs charges claims and expenses in connection with any requirement by the Thames Water Authority or other authority or body responsible for the supply of water whether because of non-payment of the water rate or charge hereby covenanted to be paid by the Lessee hereunder or some other reason or for the provision and laying of a separate service pipe and apparatus for the supply of water to the Demised Premises from the mains of the said Thames Water Authority or other body or authority in accordance with its requirements and in the event of such a requirement being made for any other flat maisonette or dwelling in the Building due to the non payment of the water rate or charge hereby covenanted to be paid by the Lessee to indemnify and keep indemnified the Lessor from and against all costs charges claims and expenses in connection with that requirement

SIXTH SCHEDULE

Part I

Lessor's Covenants

1. To repair and maintain (and to renew and improve as and when the Lessor may from time to time in its absolute discretion consider necessary or desirable)
 - (a) the roadways shown speckled on the plan annexed
 - (b) the Amenity Lands and Planting Areas
 - (c) the Conduits in under and upon the Building (except those Conduits comprised in the Demised Premises or which are the property of a public utility supply authority) and the entry phone system (if any) serving the Building
 - (d) the boundary walls and fences of and in the curtilage of the Property (if they are the responsibility of the Lessor) BUT EXCLUDING any part of the Property forming part of the Demised Premises by virtue of the Second Schedule
 - (e) the structure of the Building and in particular the roofs foundations external and internal load bearing walls balcony (excluding the internal surface) doors and door frames and windows and window frames (excluding the internal surfaces furniture sash cords (if any) and glass thereof) and timbers (including the timbers joists and beams of the floors and ceilings thereof) gutters and rainwater soil and waste pipes entrance hall staircases landings corridors and other common parts of the Building (but in any case excluding the Demised Premises) Provided that if the Lessor carries out any work to the load bearing walls within the Demised Premises it will make good all damage thereby occasioned to the plaster coverings plasterwork tiles and all other materials
 - (f) the lifts lift shafts and machinery and the passages landings and staircases and all other parts of the Building enjoyed or used by the Lessee in common with others
 - (g) the entry phone as may be now or hereafter installed in the Demised Premises
2. To paint grain varnish whiten or colour the exterior of the Building or any part thereof and the entrance hall staircases landings corridors and other common parts of the Building or other structures within the curtilage of the Building at such intervals and in such tints or colours as the Lessor shall in its absolute discretion think fit
3. So far as practicable:-
 - (a) (to keep clean and reasonably lighted the passages landings staircases and other parts of the Building enjoyed or used by the Lessee in common with others and
 - (b) to keep clean and tidy and reasonably lighted the Amenity Lands and the roadways shown speckled on the said plan used in connection with the Building or the Property or adjoining or adjacent thereto being the property of the Lessor
4. (a) To keep the Demised Premises and the structure of the Building surrounding it insured to its full reinstatement value in the joint names of the Lessor and the

Lessee against loss or damage by fire and such other of the usual comprehensive risks as are contained in a householders comprehensive insurance policy including architects' and surveyors' fees and two years loss of rent

- (b) To keep insured to their full reinstatement value in the name of the Lessor alone against loss or damage by fire and such other risks as the Lessor shall in its absolute discretion think fit the parts of the Building as follows:-
 - (i) any flat in the Building which is not demised to a long lessee
 - (ii) the Common Parts excluding any Common Parts which are comprehensively insured
 - (c) To cause all monies received in respect of any such insurance as aforesaid (other than in respect of loss of rent) to be paid out with all convenient speed in rebuilding repairing or otherwise reinstating the Demised Premises or any other part of the Building so destroyed or damaged but without prejudice to the Lessee's liability to pay or contribute towards the costs of such rebuilding repairing or reinstatement hereinbefore PROVIDED THAT the Lessor shall be under no liability to the Lessee under this clause to make good to the Lessee any deficiency of such insurance monies by reason of the premium for the insurance of the Demised Premises or any other part of the Building having been increased on account of any thing or matter done or brought thereon of which notice shall not have been given to the Lessor in accordance with Clause 4 of Part II of the Fifth Schedule AND PROVIDED ALWAYS that if the Demised Premises or the part of the Demised Premises which has been destroyed or damaged cannot be rebuilt or reinstated for any reason such policy monies shall belong to the Lessor and to the Lessee in the proportion which the values of their respective interests in the Demised Premises bear to one another and any dispute as to the amount of such proportion shall be determined under the provisions of the Arbitration Act 1996 (or any statutory modification or re-enactment thereof for the time being in force) by a single arbitrator to be appointed by agreement between the Lessor and the Lessee or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors making the appointment or appointments (as the case may be) at the request of either party
5. To pay and discharge any water rates taxes duties assessments charges impositions and outgoings assessed charged and imposed upon the Property or the Building in its entirety as distinct from any assessment made in respect of any separately Demised Premises

Part II

1. That the Lessee paying the rent and performing and observing the Lessee's covenants hereinbefore contained and on his part to be performed and observed shall and may

peaceably hold and enjoy the Demised Premises during the term hereby granted without any lawful interruption or disturbance by the Lessor or any person lawfully claiming through under or in trust for the Lessor

2. Every lease of a flat in the Building hereinafter granted by the Lessor being a long lease at a low rent and reserving a premium shall contain regulations to be observed by the Lessee thereof in similar terms to those contained in the Ninth Schedule hereof and also covenants of a similar nature to those contained in the Fifth Schedule hereof
3. To pay the Service Charge in respect of any flat in the Building remaining unsold at the date hereof or which is let by the Lessor at a rack rent
4. Without prejudice to its right to proceed in such matters on its own initiative or otherwise the Lessor will use its best endeavours to enforce the covenants conditions and regulations contained in any long lease at a low rent and reserving a premium which may from time to time be granted of other flats in the Building upon:
 - (a) receipt by the Lessor of a request in writing in this behalf by the Lessee and
 - (b) receipt of confirmation in writing by the Lessee that the Lessee will indemnify the Lessor against all costs and expenses incurred by the Lessor in and about or arising from the same and
 - (c) receipt by the Lessor from the Lessee (if requested by the Lessor) of reasonable security in respect of such costs and expenses as aforesaid

SEVENTH SCHEDULE

Provisions agreed between Lessor and Lessee

1. That in the event of the Demised Premises or any part thereof being destroyed or so damaged by any risk against which the Lessor has insured the same as hereinbefore mentioned so as to be rendered partially or wholly unfit for occupation and use and provided that the insurance effected by the Lessor shall not have been vitiated or payment of the insurance monies refused in whole or in part in consequence of some act or default on the part of the Lessee his family servants or agents then the rent hereby reserved or a fair proportion thereof shall forthwith cease to be payable until the Demised Premises shall have been restored and reinstated and again rendered fit for occupation or until the expiration of two years from the date of such destruction or damage whichever period shall be the shorter AND in case any dispute shall arise regarding this clause the matter shall be referred to an independent surveyor to be agreed between the parties or in default of agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors as a single arbitrator in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force
2. The Lessor shall not be liable or responsible for any damage suffered by the Lessee or any servant agent or workman of the Lessee or any member of the Lessee's family or

- any guest of the Lessee through any defect in any fixture Conduit staircase pathway lift or any of the common parts over which rights have been granted or any machinery or thing in or upon the Building or any part thereof (including the Demised Premises)
3. In case of dispute between the Lessee and any lessee tenant or occupier of any other flat in the Building or between the Lessee and any owner or occupier of any adjoining or neighbouring property relating to any part of the Property and/or such adjoining property such dispute shall be referred (if the Lessor so requires) to the Lessor's surveyors for the time being and the decision of such surveyors (as between the Lessee and any other lessee tenant or occupier of any part of the Building) shall be final and binding
 4. Subject to consultation with the other lessees and tenants of the Building and the Property the Lessor may at any time or times during the term hereby granted and in the interests of good estate management impose reasonable regulations of general application regarding the Building in addition to or in place of the regulations set out in the Ninth Schedule hereto (but so that any such regulations shall not conflict with this Lease or any other covenants rules and regulations for the time being in force relating thereto) and revoke amend or add to such regulations and the regulations set out in the Ninth Schedule or any additions thereto or substitutions therefore
 5. Any consent approval determination authority or notice required to be given by the Lessor shall be in writing and shall (except where the context otherwise provides or requires) be given under the hand of the appropriate authorised officer of the Lessor and any notice to the Lessor shall be in writing and shall be deemed to be sufficiently served if sent by recorded delivery post and addressed to the Lessor's Managing Director at the address for service of the Lessor current at the time of such service and any notice to the Lessee shall be deemed sufficiently served if left or sent by recorded delivery to him at his last known address or the Demised Premises
 6. Nothing herein contained shall be deemed to be a consent or approval of the Lessor in any capacity other than as lessor of the Demised Premises and for the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Lessor's rights powers duties and obligations in exercise of its functions as a local authority and the rights of the Lessor under all public and private statutes bye-laws orders and regulations may be fully and effectually exercised in relation to the Demised Premises as if it had no interest in the reversion immediately expectant on the term hereby granted and this Lease had not been executed by it
 7. Without prejudice to any other right remedy or power available to the Lessor if any rent shall not be paid within twenty-one days after the same shall have become due (whether or not any formal demand shall have been made therefor) or if any other sum of money payable by the Lessee to the Lessor shall not be paid within twenty-one days after the same shall have been demanded to pay interest thereon (as well after as before any judgement) at the rate of five per centum per annum above the Lessor's bankers base or

similar lending rate from time to time in force calculated on a day-to-day basis from the date of the same being due or demanded (as the case may be) to the date of payment (both dates inclusive) and aggregate amount for the time being so payable but unpaid shall at the option of the Lessor be recoverable by action or as rent in arrear Provided that no such interest shall accrue in respect of an amount payable in respect of a service charge as defined in Section 18 of the Landlord and Tenant Act 1985 while a request made under Section 21 of that Act has not been complied with

8. The Lessor shall be under no liability to the Lessee nor shall the Lessee have any claim against the Lessor for failure to observe or perform or for any interruption in the observance or performance of the Lessor's covenants herein contained as a result of strikes lock-outs inclement weather unavoidable shortage of labour or materials or any other cause beyond the Lessor's control
9. Save as herein otherwise expressly provided nothing herein contained shall operate by implication to impose any restrictions on the manner in which the Lessor may deal with the whole or any part of the Building or any part or parts thereof for the time being remaining vested in the Lessor
10. The Lessor acknowledges the right of the Lessee to production of the said policies of insurance effected by the Lessor hereunder and evidence of the payment of the annual premiums thereof
11. For the purpose of Section 48 of the Landlord and Tenant Act 1987 notice is hereby given to the Lessee that the address for service of notices (including notices in proceedings) is Town Hall King Street London W6 9JU
12. The items (if any) set out in the Tenth Schedule hereto are structural defects within the meaning of Part III of Schedule 6 of the Act

EIGHTH SCHEDULE

Part I

Costs and Expenses Charged for Services

There shall be included in the Service Charges such of the following costs and expenses as may from time to time be incurred in connection with the Property PROVIDED that nothing in this Schedule shall impose upon the Lessor any obligation not contained elsewhere in this Lease to provide any of the services herein mentioned it being the intention of the parties that the Lessor shall incur such expenses if it considers the same are necessary or desirable in the general interests of the lessees or occupiers of the Property or in the interests of good estate management the said costs and expenses being:

1. The cost incurred by the Lessor in complying with its obligations or in exercising its rights in Part I of the Sixth Schedule (except the costs incurred under the provisions of Clause 1(g) and 4(a) and 4(b)(i) thereof)
2. The cost of periodically inspecting maintaining overhauling repairing and where

- necessary replacing the lifts lift shafts and machinery therein and all other machinery and equipment in the Building and the cost of the electricity or other fuel required for the operation of the same
3. The cost of maintaining repairing renewing the television and radio aerials (if any) installed on the Building and any future installation used or capable of being used by the Lessee in common as aforesaid
 4. The cost of removing and disposing of any refuse and waste from the Building including the cost of any containers receptacles or storage tanks provided by the Lessor for that purpose
 5. The cost of any additional insurance effected in connection with the Property or any part thereof except such additional insurance which the Lessee may be liable to pay under Clause 4 of Part II of the Fifth Schedule hereto
 6. The cost of complying with all statutory requirements regulations or requirements of any competent local or other authority relating to any common parts over which rights have been granted
 7. The cost of employing a Managing Agent or Surveyor to manage the Building and to collect the rents and Service Charge in respect of the flats and houses therein and to carry out such other duties as may from time to time be assigned to him by the Lessor or are otherwise imposed on him by the provisions of this Lease
 8. The cost of maintaining or providing any grassed area trees shrubs or plants comprised in the Amenity Lands and Planting Areas (if any) and keeping the same in good order and condition and of carrying out such improvements thereto as may be desirable
 9. All legal and other costs incurred by the Lessor in the running and management of the Building
 10. The cost of auditing the accounts
 11. Any taxes which may be assessed or charged on the income received
 12. Any other expenditure (including Bank or other interest) incurred by the Lessor in respect of or incidental to the performance and exercise by the Lessor of the obligations and powers imposed or conferred upon the Lessor under the provisions of this Lease
 13. (a) The cost of maintaining and providing staff quarters for a caretaker or caretakers porter or porters or other employees including the amount of rent foregone in respect of the accommodation provided and all rates taxes assessments and other outgoings thereto relating
 - (b) The cost of employing a caretaker or caretakers porter or porters or other staff including the wages of all such staff and National Insurance contributions and providing pensions redundancy payments and other payments of a similar nature to the staff employed from time to time in the Building and on the Property
 14. Any Value Added Tax payable by the Lessor in respect of any of the matters mentioned in this Part of this Schedule (insofar as same would if not included in the Service Charge fall to be borne by the Lessor)

15. The cost of installing and periodically inspecting maintaining overhauling repairing improving and where necessary replacing any entry phone system or entry phone access video surveillance system or any similar system that may from time to time be at or serves the Building
16. The cost of carrying out any window cleaning to the exterior of the Building if provided
17. The cost of such further services and facilities for the general benefit of the occupiers of the Building as the Lessor may from time to time in its discretion decide to provide

EIGHTH SCHEDULE

Part II

Proportion payable by Lessee of Costs and Expenses charged for Services

The Lessee shall pay to the Lessor on the dates and in the manner hereinbefore provided the following percentages of the costs and expenses incurred by the Lessor and authorised under Part I of this Schedule that is to say:-

- (i) 0.51% in respect of the Property (but excluding any Building comprising residential accommodation)
- (ii) 1.313% in respect of the Building

NINTH SCHEDULE

Regulations

1. Not to throw dirt rubbish rags or other refuse or other substances or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Demised Premises (except through a proper waste disposal unit) or out of the windows thereof
2. The Lessee shall not make or permit any unreasonable noise in the Demised Premises and in particular no piano pianola gramophone wireless loudspeaker television or mechanical or other musical instrument of any kind shall be played or used nor shall any singing be practised in the Demised Premises so as to cause annoyance to the owners lessees and occupiers of the other flats in the Building or so as to be audible outside the Demised premises
3. No clothes flower box pot aerial or other articles shall be hung or exposed outside the Demised Premises and no mat or other article shall be shaken out of the windows of the Demised Premises
4. The Lessee shall not (a) keep a dog in any flat or maisonette unless there is direct access to a private garden belonging to the dwelling or (b) keep in any type of accommodation any animal bird or livestock which in the opinion of the Lessor is dangerous or a nuisance

5. The Lessee shall not keep or place or permit or suffer to be kept or placed any bicycle perambulator or other articles of any description or any obstruction in or on the Common Parts including in particular the entrance hall landings staircases corridors or lifts in the Building nor keep or deposit any combustible explosive or offensive goods in the Demised Premises or upon any part of the Property nor do or permit or suffer to be done any act or thing whatsoever that may be or become dangerous or a nuisance or cause scandal or annoyance to the Lessor or any of the other lessees or occupiers of the Building or the neighbourhood
6. The Lessee shall not authorise the use of any lift for carrying goods or articles of a greater weight or for carrying any greater number of persons than that for which the lift is authorised
7. The Lessee shall not permit any person or persons or children under the control of the Lessee to play on the Common Parts other than the Play Area (if any)
8. In the event of any damage caused to any flat or any other part of the Property other than the Demised Premises by reason of leakage of water due to the Lessee's negligence or neglect the Lessee shall pay to the Lessor the costs of any necessary repairs or reinstatement as assessed by the Lessor's Surveyor
9. The Lessee shall have all electrical apparatus in the Demised Premises fitted with an effective suppressor to obviate interference from any such apparatus to wireless or television sets
10. The Lessee shall refrain from using vacuum cleaners before the hour of 11:00 on Sunday mornings
11. To park private motor vehicles only in any garage or parking space which may be allocated to the Lessee. Not to park any car commercial type vehicle or any other vehicle on courtyards or on the approaches or on estate roads or on Amenity Lands adjacent to or leading to the Demised Premises
12. The Lessee shall comply with and be bound by any special regulations made by the Lessor relating to the use of any baggage or cycle room or store which the Lessor may in its absolute discretion make available in the Building for use by the occupants thereof such regulations to be published by notice affixed therein or handed to the Lessee or his agent and anything left therein shall be at the Lessee's entire risk and any such use by the Lessee shall be a matter of collateral arrangement between the parties and shall not be enjoyed as of right other than that conferred by any such arrangement
13. The Lessee shall take adequate precautions to protect all pipes in the Demised Premises against freezing of water therein
14. All entrance doors of the Building shall be kept closed except when in use
15. If a caretaking service is not provided in the Building by the Lessor then the Lessee shall in common with other lessees or tenants entitled to use the same clean the communal entrance hall stairs landings and passages adjacent to or adjoining the Demised Premises

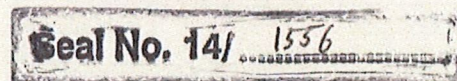
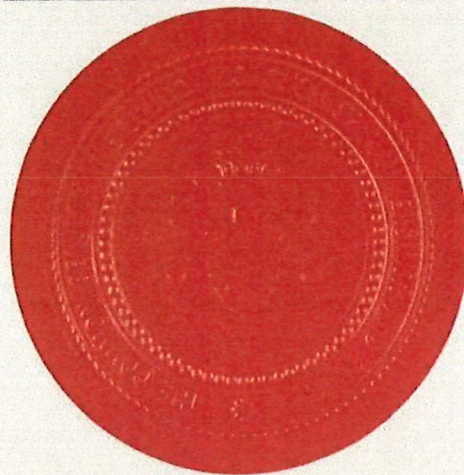
TENTH SCHEDULE

1. Spalling brickwork and eroded pointing in part.
2. Split degraded and indented asphalt to communal walkways.
3. Estate works include cracked and uneven paving, cracked and eroded road/parking surfaces, cracked and eroded brickwork to boundaries.

THE COMMON SEAL OF THE COUNCIL OF
THE LONDON BOROUGH OF HAMMERSMITH
AND FULHAM was affixed to this Deed
in the presence of:-



The Officer duly authorised on
behalf of the Council



DATED 1st December 2018

THE LONDON BOROUGH OF
HAMMERSMITH AND FULHAM

- to -

DM

PARKER
WILLIAM MILLIKEN

LEASE

- of -

3rd Floor Flat
104 Flora Gardens
London W6 0HR

Tasnim Shawkat
Bi-Borough Director of Law
London Borough of Hammersmith & Fulham
Town Hall
King Street
London W6 9JU

Ref: AAA / H00046.2881

H.M. LAND REGISTRY
LAND REGISTRATION ACT 2002

LR1.	Date of Lease		30 th April 2020
LR2.	Title Number	LR2.1	Landlord's title number: LN159961
		LR2.2	Other title numbers:
LR3.	Parties to this lease		<p>Landlord: THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM of Town Hall King Street Hammersmith W6 9JU</p> <p>Tenants: JEREMY RICHARD KENT- BAGULEY and AURORA CELESTE KENT-BAGULEY both of 87a Comeragh Road, London W14 9HS and of Bluebell Farm, Southam Road, Farnborough, Banbury OX17 1EL.</p>
LR4.	Property		<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail:</p> <p>see Second Schedule</p>
LR5.	Prescribed statements etc.	LR5.1	<p>Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003:</p> <p>None</p>
		LR5.2	<p>This lease is made under, or by reference to, provisions of:</p> <p>Housing Act 1985</p>

LR6.	Term for which the Property is leased		The term is as follows: 125 years from the 29 September 2000
LR7.	Premium		£6,250.00
LR8.	Prohibitions or restrictions on disposing of this lease		This lease does not contain a provision that prohibits or restricts dispositions
LR9.	Rights of acquisition etc.	LR9.1	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land: None
		LR9.2	Tenant's covenant to (or offer to) surrender this lease: None
		LR9.3	Landlord's contractual rights to acquire this lease: None
LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property		None
LR11.	Easements	LR11.1	Easements granted by this lease for the benefit of the Property: Third Schedule

	LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property: Fourth Schedule
LR12.	Estate rent charge burdening the Property	None
LR13.	Application for standard form of restriction	None
LR14.	Declaration of trust where there is more than one person comprising the Tenant	The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants

H.M. LAND REGISTRY
LAND REGISTRATION ACT 2002

ADMINISTRATION AREA : LONDON BOROUGH OF HAMMERSMITH AND
FULHAM
TITLE NUMBER :
PROPERTY

PARTICULARS

Date of Lease:

1. Lessor: THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF HAMMERSMITH AND FULHAM
2. Lessee: JEREMY RICHARD KENT-BAGULEY and AURORA
CELESTE KENT-BAGULEY
3. Flat: Ground Floor Flat 87 Comeragh Road
London W149HS
4. Other Demised Property: None
5. Building and Address: 87 Comeragh Road Barons Court W14 9HS
6. Premium: £6,250.00 POUNDS
7. Rent: 10 PER ANNUM
8. Term: One Hundred and Twenty Five Years from
29th September 2000
9. Lessee's Proportion of
Service Charge: 17.483%

THIS DEED OF LEASE is made on the date stated in the Particulars BETWEEN the Lessor specified in Paragraph 1 of the Particulars ("the Lessor") and the person or persons specified in Paragraph 2 of the Particulars ("the Lessee") AND WITNESSETH:

1. UNLESS the context requires otherwise the various expressions set out in the First Schedule shall have the meaning or bear the interpretation there set out
- 2 IN consideration of the Premium specified in Paragraph 6 of the Particulars paid by the Lessee to the Lessor (receipt of which is acknowledged by the Lessor) and in pursuance of the Housing Act 1985 the Lessor hereby DEMISES to the Lessee ALL THOSE the Demised Premises TOGETHER with the Included Rights but SUBJECT to the Excepted Rights TO HOLD the same unto the Lessee for the term of years specified in Paragraph 8 of the Particulars YIELDING AND PAYING yearly during the said term the ground rent specified in paragraph 7 of the Particulars such ground rent to be paid in advance without any deduction (save as authorised or required by law) by equal half yearly payments on the Thirty-first day of March and on the Thirtieth day of September in every year the first proportionate payment thereof in respect of the period from the date hereof to the date for payment of rent next following to be made on the execution hereof AND ALSO PAYING from time to time the Service Charge referred to in Clause 2 of Part I of the Fifth Schedule hereto AND ALSO PAYING on demand in every year the amount of the premium paid by the Lessor for effecting insurance of the Demised Premises in accordance with Clause 3(a) of Part I of the Sixth Schedule hereto
3. The Lessee COVENANTS (i) with the Lessor to observe and perform the covenants obligations and regulations set out in Part I of the Fifth Schedule and in the Ninth Schedule and (ii) with the Lessor and with the long lessees of the other flat or flats in the Building to observe and perform the covenants and obligations set out in Part II of the Fifth Schedule
4. The Lessor COVENANTS with the Lessee so as to bind itself and its successors in title the persons for the time being entitled to the reversion of the Demised Premises immediately expectant on this Lease but not as to bind itself after it shall have parted with such reversion or to incur further liability thereafter to observe and perform the obligations and provisions set out in the Sixth Schedule
5. THE Lessor and the Lessee agree the provisions set out in the Seventh Schedule
6. PROVIDED ALWAYS and it is hereby agreed that if any rent or other sum due under this Lease is at any time in arrears and unpaid for twenty one days after becoming due (whether formally demanded or not) or if the Lessee at any time fails to observe any of the Lessee's covenants (except that in Clause 7 hereof) or any of the other terms or conditions of this Lease then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon the demise shall absolutely determine but without prejudice to the right of action by the Lessor in respect of any antecedent breach of the Lessee's

covenants herein contained

IN WITNESS whereof the parties hereto have duly executed this Deed on the date specified in the Particulars

FIRST SCHEDULE

Definitions and Interpretations

- i. "*Lessor*" and "*Lessee*" shall include their respective successors in title and if the Lessee is more than one person then the covenants and obligations on the Lessee's part shall be construed as joint and several
- ii. Words importing the masculine gender shall where necessary be construed as importing the feminine and words importing the singular number shall where necessary be construed as importing the plural and vice versa
- iii. "*the Building*" means the building numbered and specified in paragraph 5 of the Particulars
- iv. "*the Demised Premises*" means the premises referred to in Paragraph 3 and 4 of the Particulars and more particularly described in the Second Schedule
- v. "*the Flat*" and "*the Garden*" are parts of the Demised Premises so described in the Second Schedule and the expression "the Flat" "flat" or "flats" includes any maisonette described as "the Flat" in the Second Schedule or any other maisonette in the Building
- vi. "*the Included Rights*" means the rights easements and privileges specified in the Third Schedule
- vii. "*the Excepted Rights*" means the exceptions and reservations specified in the Fourth Schedule
- viii. "*Conduits*" means and includes chimneys flues ventilating ducts cisterns tanks storage tanks radiators water gas oil and electricity supply pipes waste pipes sewers drains tubes meters soil pipes waste water pipes and also wires or cables used for the conveyance of electrical current or impulses and all valves traps and switches appertaining thereto and shall include (unless expressly excluded) any wires cables pipes or apparatus belonging to any public utility supply authority
- ix. "*the Service Charge*" is the amount or amounts from time to time payable under Clause 2 of Part I of the Fifth Schedule and shall include any Value Added Tax payable thereon
- x. "*the Common Parts*" means all those parts of the Building not exclusively enjoyed by lease licence or otherwise by the Lessee or the occupiers of any other flat within the Building
- xi. "*Long Lessee*" and/or "*Long Lessees*" means any lessee of any flat in the Building with a Lease at a low rent and reserving a premium
- xii. "*Value Added Tax*" includes any other tax of a similar nature that may be imposed in addition or substitution for Value Added Tax

xiii. "the Act" means the Housing Act 1985 as amended

THE SECOND SCHEDULE

The Demised Premises

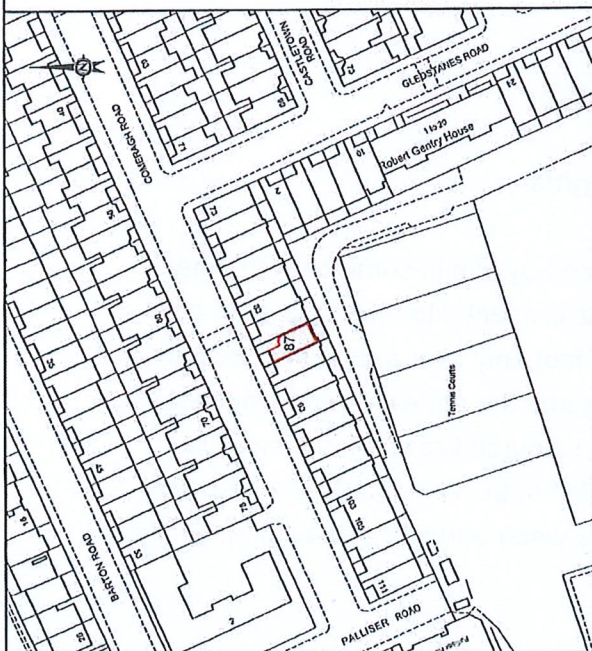
The Flat specified in Paragraph 3 of the Particulars situate on the ground floor of the Building for the purposes of identification only edged red on the Plan annexed hereto Together Also with the following:

- I. all Conduits (save those belonging to any public utility supply authority) which solely serve the Demised Premises or any part whether laid in on under or over any part of the Demised Premises the Building or its curtilage
- II. all fixtures and fittings in or about the Demised Premises (other than tenant's fixtures and fittings) and not herein expressly excluded
- III. the internal plastered coverings and plasterwork tiles and other materials on the walls bounding the Demised Premises (excluding the doors and door frames and windows and window frames other than the internal surfaces furniture sash cords (if any) and glass thereof fitted in such walls and excluding such walls and balcony (if any) other than the internal surfaces thereof)
- IV. the walls and partitions lying within the Demised Premises (but excluding any load bearing walls) and the plastered coverings plasterwork tiles and all other materials on all walls (including the said load bearing walls) and partitions and the doors and door frames fitted in such walls and partitions
- V. the plastered coverings screedings and plasterwork tiles and all other materials on the surfaces of the ceiling and of the floors of the Demised Premises (including floor boards if any but excluding joists) BUT EXCLUDING any part of the roof space of the Building

THIRD SCHEDULE

The Included Rights

1. The right for the Lessee and all persons authorised by him in common with others enjoying the like right at all times for all purposes incidental to the occupation and enjoyment of the Demised Premises to pass on foot only over and along the entrance hall passages landings and stairs in the Building and the pathways and steps leading to the Building such pathways and steps shown coloured brown on the said Plan
2. The right in common with all other persons entitled to the like right to the free and uninterrupted passage and running of gas electricity water and soil and all other services



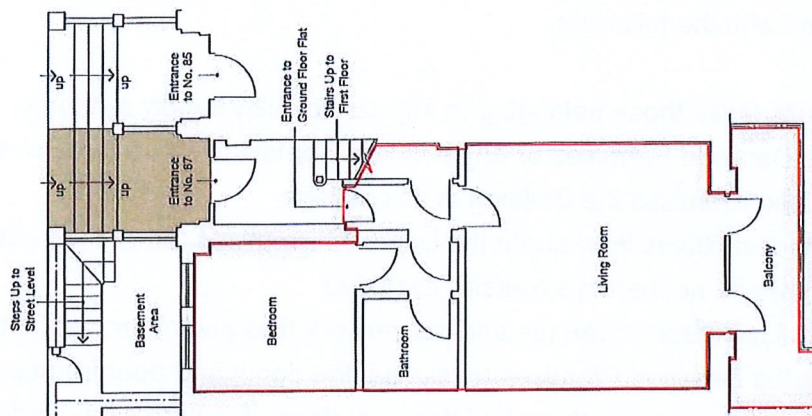
LOCATION PLAN
SCALE 1:1250

Handwritten signature



COMERAGH ROAD

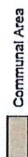
Pavement



GROUND FLOOR PLAN
SCALE 1:100

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Key



Extent of Flat

Revisions

Notes	Date	Rev.	Init.

date
init.
surveyed
drawn / traced
checked
Scale
As Shown
Original Sheet Size
A3

init.	date
HOR	Dec. '19
BPD	Jan. '20
W&S	Mar. '20

HAMMERSMITH & FULHAM
COUNCIL

ENVIRONMENT DEPARTMENT

TOWN HALL, KING STREET
LONDON, W6 9JU

Telephone 020 8748 3020

PROJECT

87 COMERAGH ROAD
LONDON W14 9HS

GROUND FLOOR FLAT
SURVEY

DWG No.

40714/302

rev.

-

to and from the Flat in through and along the Conduits now laid or which may at any time during the period of eighty years from the commencement of the term be laid in or through the Building or its curtilage or any part thereof and which serve the Demised Premises

3. The right to enter any part of the Building as may be reasonably necessary to enable the Lessee to comply with his obligations hereunder PROVIDED ALWAYS that the Lessee shall (except in emergency) before exercising such right in respect of any part of the Building give reasonable prior notice in writing to the occupier of such part of the Building and to the Lessor specifying the purpose for which entry is required and the Lessee shall forthwith make good or pay reasonable compensation for all damage to the Building or any part thereof occasioned by such entry or any works consequent thereon
4. The right to subjacent superjacent and lateral support and protection for the Demised Premises from the remainder of the Building as enjoyed at the date hereof
5. The benefit (in common with the other persons entitled thereto) of any covenants or agreements entered into by the Long Lessee of any other flat in the Building with the Lessor similar to those contained in Part II of the Fifth Schedule hereto
6. The right in common with all other persons entitled to a like right to use the bin area (if any) coloured orange on the said plan only for the placing of one standard size waste bin

FOURTH SCHEDULE

The Excepted Rights

1. There is reserved out of this Lease to the Lessor and to the owners and occupiers of the other flats in the Building the easements rights and privileges over along through and in respect of the Demised Premises equivalent to those set out in the Third Schedule hereto
2. The right for the Lessor and its servants agents and workmen at all reasonable times upon reasonable prior notice (but at any time in case of emergency) to enter the Demised Premises with all necessary tools and equipment for the purpose of carrying out its obligations under the Sixth Schedule hereto
3. The right for the Lessor and any person or persons authorised by it at any time or times to rebuild reconstruct modify demolish or alter the Building or any part thereof (except the Demised Premises) or any building adjoining or adjacent to the Building or to erect a new building or buildings on any part of the land so adjoining or adjacent to such height elevation extent or otherwise as the Lessor shall think fit Provided that any such works of rebuilding reconstruction modification demolition or alteration are carried out in accordance with good planning practice and with due regard to modern standards and methods of building workmanship and provided all damage to the Demised Premises is made good and the Lessee shall permit such work to commence and continue without interference or objection

4. The right for the Lessor and its servants agents and workmen at all reasonable times upon reasonable prior notice (but at any time in case of emergency) to enter the Demised Premises with all necessary tools and equipment

a. for the purpose of examining the condition of the Demised Premises or any adjoining premises

b. for the purpose of carrying out to the Demised Premises or the Building or any of the adjoining land or premises of the Lessor any works of repair maintenance renewal improvement building alteration modification decoration or cleaning whatever (including the construction alteration maintenance repair or renewal of the whole or any part of the Conduits) causing as little damage as possible to the Demised Premises and making good all damage caused thereto

5. The right for the Lessor and all persons to whom a like right may be granted to lay in or over or across the Demised Premises at any time during the period of eighty years from the commencement of the said term such ducts wires fixings cables or other conduits as shall be reasonably necessary for the installation and maintenance of any communal aerial or wired radio and television service installed or to be installed in the neighbourhood of the Demised Premises and at all times during the said term to retain without interference and to examine test renew replace repair alter remove or maintain such ducts wires fixings cables or other conduits as are now laid or hereafter to be laid in on over under or across the Demised Premises subject to the Lessor or other person exercising the said rights causing as little damage as possible to the Demised Premises and making good all damage caused thereto

6. The right for the Lessor and all persons to whom a like right may be granted and their servants agents and workmen at all reasonable times upon reasonable prior notice (but at any time in case of emergency) to enter the Demised Premises for the purpose of laying affixing relaying maintaining altering examining testing renewing or replacing the ducts wires fixings cables or other conduits of any communal aerial or wired radio and television service referred to in Paragraph 5 above

7. All other rights easements and privileges (whether as easements quasi easements or otherwise and whether or not continuous or apparent) over along through in respect of the Demised Premises presently or heretofore enjoyed by the Lessor and the owners or occupiers from time to time of any other part of the Building

FIFTH SCHEDULE

Part I

Lessee's Covenants

1. To pay the reserved rent at the time and in the manner aforesaid
2. To pay to the Lessor without any deduction the Service Charge being those proportions or percentages specified in Part II of the Eighth Schedule hereto of the

expenses and outgoings which the Lessor shall in relation to the Building or Demised Premises reasonably and properly incur in each Lessor's Financial Year and which are authorised by Part I of the Eighth Schedule hereto being subject to the following terms and provisions:

1. the amount of the Service Charge shall be ascertained and certified by a Certificate (hereinafter called "the Certificate") signed by the Lessor's Accountants or Managing Agents (at the discretion of the Lessor) acting as experts and not as Arbitrators annually and so soon after the end of the Lessor's Financial Year as may be practicable and shall relate to such year in manner hereinafter mentioned;

2. the expression "the Lessor's Financial Year" shall mean the period from 1 April in each year to 31 March of the next year or such other annual period as the Lessor may in its discretion from time to time determine as being that in which the accounts of the Lessor either generally or relating to the building or Demised Premises shall be made up;

3. a copy of the Certificate for each Financial Year shall be supplied by the Lessor to the Lessee upon written request and without charge to the Lessee;

4. the Certificate shall contain a summary of the Lessor's said expenses and outgoings incurred by the Lessor during the Lessor's Financial Year to which it relates together with a summary of the relevant details forming the basis of the Service Charge;

5. the expression "the expenses and outgoings incurred by the Lessor" as herein used shall be deemed to include not only those expenses and outgoings and other expenditure herein described which have been actually disbursed incurred or made by the Lessor during the year in question but also such reasonable part of all such expenses outgoings and other expenditure herein described which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made including a sum or sums of money by way of a reasonable provision for anticipated expenditure in respect thereof as the Lessor or its Accountants or Managing Agents (as the case may be) may in their discretion allocate to the year in question as being fair and reasonable in the circumstances;

6. the Lessee shall if required by the Lessor with every half-yearly payment of ground rent reserved hereunder pay to the Lessor such sum in advance and on account of the Service Charge as the Lessor its Accountants or Managing Agents (as the case may be) shall specify at their discretion to be a fair and reasonable interim payment;

7. as soon as practicable after the signature of the Certificate the Lessor shall furnish to the Lessee an account of the Service Charge payable by the Lessee for the year in question due credit being given therein for all interim payments made by the Lessee in respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the Lessee to the Lessor the amount of the Service Charge as aforesaid or any balance found payable or there shall be allowed by the Lessor to the Lessee any amount which may have been overpaid by the Lessee by way of interim payment as the case may require;

8. it is hereby agreed and declared that the Lessor shall not be entitled to re-enter under the provision in that behalf hereinbefore contained by reason only of non-payment by the Lessee of any such interim payment as aforesaid prior to the signature of the Certificate but nothing in this Clause or these presents contained shall disable the Lessor from maintaining an action against the Lessee in respect of non-payment of any such interim payment as aforesaid notwithstanding that the Certificate had not been signed at the time of proceedings subject nevertheless to proof in such proceedings by the Lessor that the interim payment demanded and unpaid is of a fair and reasonable amount having regard to the prospective Service Charge ultimately payable by the Lessee;

9. provided always and notwithstanding anything herein contained it is agreed and declared as follows:

3. that in regard to the commencement of the term hereby granted the Service Charge shall be duly apportioned in respect of the period from the date on which the first payment of rent shall fall due hereunder to the ensuing 31 March and not in respect of the period from the date of commencement of the said term to such ensuing 31 March;

4. that the provisions of paragraph (g) hereof shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but only in respect of the period down to such expiration or sooner determination of the said term

5. To pay an additional payment on the 29th September in each year being the amount of premium (whether increased by any act or omission of the Lessee or not) paid by the Lessor for effecting insurance in accordance with Clause 3(a) of Part I of the Sixth Schedule hereto

6. To pay all water rates and charges and other outgoings of a recurring and no capital nature which are now or may during the term hereby granted be payable in respect of the Demised Premises

7. To pay unto the Lessor all costs charges and expenses (including legal costs and fees payable to an Engineer or Surveyor) which may be incurred by the Lessor in contemplation of or incidental to the preparation and service of a Notice under Sections 146 and 147 of The Law of Property Act 1925 or any re-enactment or modification thereof notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court

8. To comply with all local byelaws statutory requirements and other lawful requirements applicable to the Demised Premises and to keep the Lessor indemnified against all costs claims demands and liability arising thereon

9. On the determination of the said term to yield up to the Lessor the Demised Premises in good and substantial repair in accordance with the covenants by the Lessee herein contained

10. To permit the Lessor and its duly authorised Surveyors or Agents with or without workmen at all reasonable times upon reasonable prior notice (but at any time in case of

emergency) to enter into and upon the Demised Premises or any part thereof for the purposes of viewing and examining the state of repair thereof

11. From time to time during the said term to pay all charges and expenses incurred by the Lessor in abating a nuisance and executing all such works as may be necessary for abating a nuisance in the Demised Premises in obedience to a Notice served by the Local Authority or any other Authority

12. In accordance with the Lessee's covenants in that behalf hereinafter contained to repair decorate cleanse and make good all defects in the repair decoration and condition of the Demised Premises of which notice in writing shall be given by the Lessor to the Lessee such works to be carried out to the satisfaction in all respects of the Lessor within three calendar months after the giving of such notice

13. If at any time during the said term the Lessee shall make default in the performance of any of the covenants herein contained for or relating to the repair decoration or maintenance of the Demised Premises then to permit the Lessor at all reasonable times during the said term with or without workmen and others to enter upon the Demised Premises and repair decorate maintain or reinstate the same at the expense of the Lessee (but so that no such entry repair decoration maintenance or reinstatement shall prejudice the right of re-entry under the provisions hereinbefore contained) and to repay to the Lessor on demand the costs of such repair decoration maintenance or reinstatement (including any Solicitors' Counsels' Surveyors' and other costs and fees reasonably incurred by the Lessor in respect thereof) such cost to be recoverable by the Lessor as if the same were rent in arrear

14. To permit the Lessor and the Lessor's Surveyors or agents with or without workmen and others at all reasonable times upon reasonable prior notice (but at any time in case of emergency) to enter into and upon the Demised Premises or any part thereof for the purpose of repairing any part of the Building and for the purpose of making laying down repairing maintaining testing disconnecting stopping up renewing rebuilding cleansing lighting and keeping in good order and condition all Conduits gutters party structures and other conveniences belonging to or serving or used for the Building (without prejudice however to the obligations of the Lessee hereunder with regard thereto) PROVIDED THAT the Lessor shall make good to a reasonable standard all damage to the Demised Premises and to the fixtures Conduits appurtenances goods or effects installed therein or affixed thereto caused by the carrying out of any work in this present subclause mentioned or otherwise referred to

15. In the event of the Demised Premises or any part of the Building being damaged or destroyed by fire or other causes at any time during the term hereby granted and the insurance money under any insurance against fire or other risks effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of the Lessee then and in every such case the Lessee will forthwith pay to the Lessor the whole or a fair proportion of the cost of rebuilding the same and any dispute arising out of this provision shall be referred to arbitration in accordance with the provisions of the

Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

16. Not at any time without the licence in writing of the Lessor first obtained nor except (if such licence shall be granted) in accordance with plans and specifications previously approved by the Lessor and to the Lessor's reasonable satisfaction to make any alteration or addition whatsoever in or to the Demised Premises either externally or internally or to make any alteration or aperture in the plan external construction height walls timbers elevations or architectural appearance thereof nor to cut or remove the main walls or timbers of the Demised Premises nor to do or suffer in or upon the Demised Premises any wilful or voluntary waste or spoil nor to remove any of the Lessor's fixtures and fittings

17. Not without the consent of the Lessor such consent not to be unreasonably withheld to erect upon or affix to the Demised Premises or any part thereof any external radio or television aerial

18. Not to use the Demised Premises or any part thereof nor allow the same to be used for the purposes of any trade or business or for any illegal or immoral purposes but to use the same as a private dwellinghouse only

19. Not without the Lessor's consent to exhibit on the outside or in the windows of the Demised Premises any name plate placard or announcement for commercial purposes other than a "For Sale" notice

20. Without prejudice to the other covenants in this Lease contained not to do or omit or permit or suffer to be done or omitted any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 1990 or any enactment amending or replacing the same and to keep the Lessor indemnified against all claims demands and liabilities in respect thereof

21. Within seven days of the receipt of the same to give full particulars to the Lessor of any permission notice order or proposal for a notice or order relating to the Demised Premises made given or issued to the Lessee by any Government Department local or public authority under or by virtue of any statutory powers or otherwise and if so required by the Lessor to produce such permission notice order or proposal for a notice or order to the Lessor AND ALSO without delay to take all reasonable or necessary steps to comply with any such notice or order at the Lessee's own expense

22. To give notice in writing and to provide a verified copy of any transfer assignment underletting parting with possession charge or other devolution of the term hereby created within twenty-one days of such devolution to the Lessor's Assistant Director (Legal and Democratic Services) and to produce to him every Probate of Will or Letters of Administration to the estate and effects of every deceased lessee assignee or underlessee of the Demised Premises within one calendar month of the date of grant thereof paying a registration fee therefore of Thirty Pounds (£30) or the Lessor's Assistant Director (Legal and Democratic Services)' reasonable costs whichever shall be the greater plus any tax payable thereon at the rate for the time being in force

23. To procure that any underletting of the Demised Premises or any assignment or underletting of any part thereof contains restrictions similar to those set out in the Ninth Schedule and does not contain terms inconsistent with the terms of this Lease
24. At the expense of the Lessee to execute and do all such works and things whatever as may now or any time during the said term be directed or required by any national local or other public authority to be executed or done in or in respect of the Demised Premises or by the owner or occupier of the Demised Premises
25. To obtain all licences permissions and consents and to do and execute all works and things and to bear and pay all expenses levies and taxes required or imposed by any existing or future legislation in respect of works carried out by the Lessee in the Demised Premises or any part thereof or any user of the Demised Premises during the said term
26. (a) At all reasonable times during the said term and upon reasonable notice to permit the Lessor and all persons authorised by the Lessor to enter and inspect the Demised Premises with a view to the sale of the Lessor's interests in the Demised Premises
- (b) At all reasonable times during the twelve months before the end of the said term and upon reasonable notice to permit the Lessor and all persons authorised by the Lessor or its duly authorised agent to enter and inspect the Demised Premises with a view to the reletting of the same at the end of the term
27. (a) To notify the Lessor in writing within twenty-four hours of his becoming aware of any fire in the Demised Premises or any part thereof or any other event likely to lead to a claim on the Lessor's insurance relating to the Building
- (b) To notify the Lessor as quickly as possible in the event of any relevant defect (as defined by Section 4(3) of the Defective Premises Act 1972) coming to his attention whether in the Demised premises or any other part of the Building and to use his best endeavours to ensure that his visitors are given adequate warning of any such relevant defect
28. Not to do or permit or suffer to be done or bring or permit or suffer to be brought in or upon the Demised Premises anything which may throw on the Demised Premises or any other part of the Building any weight or strain in excess of that which such premises are calculated to bear with due margin for safety
29. To keep the floors of the Demised Premises including the passages thereof substantially covered with carpets except that in the kitchen and bathroom a covering made of cork or rubber or other suitable material for avoiding the transmission of noise and which should extend over the whole floor may be used instead of carpets
30. To indemnify and keep indemnified the Lessor from liability in respect of any injury to or the death of any person damage to any property movable or immovable the infringement disturbance or destruction of any right easement or privilege or otherwise by reason or arising directly or indirectly out of the repair state of repair or condition of the Demised Premises or of any permitted alteration thereto and from all proceedings costs claims and demands whatsoever in respect of any such liability or alleged liability

31. If the Demised Premises are not separately metered for the purpose of assessment of water rates and the Lessor pays the water rates in respect of the Building in accordance with the provisions of Clause 4 of Part I of the Sixth Schedule hereof AND if at any time during the term the Water Authority requires the Demised Premises to be separately metered and a separate water supply to be installed in and connected to the Demised Premises then the Lessee shall pay the costs of such installation connection and separate metering and thenceforth the Lessee shall pay the water rates in respect of the Demised premises in accordance with the provisions of Clause 4 of Part I of this Schedule

32. To pay a fair and due proportion (having regard to the benefit to the Demised Premises) of the costs charges and expenses which the Lessor shall be called upon to pay as a contribution towards the expense of making repairing maintaining rebuilding and cleansing all ways roads pavements sewers drains pipes watercourses party walls party structures party fences walls or other conveniences which may belong to or be used for the benefit of the Demised Premises or the Building in common with other premises near or adjoining thereto

33. At all times to keep the Lessor indemnified against all actions proceedings costs damages claims demands and liability for or in respect of any breach during the said term of (i) any of the covenants or agreements on the part of the Lessee contained in this Lease and (ii) any restrictive covenant or other agreement for the benefit of third parties affecting the Demised Premises

34. To pay all value added tax that may be chargeable in respect of any payment made by the Lessee under the terms of or in connection with this Lease or in respect of any payment made by the Lessor where the Lessee is liable to reimburse the Lessor for the amount of such expenditure

FIFTH SCHEDULE

Part II

Lessee's Further Covenants

1. To keep the whole of the Demised Premises and additions and improvements thereto (excluding any portion thereof which the Lessor covenants to repair in the Sixth Schedule hereto) and the Lessor's fixtures and fittings and the sanitary and heating and electrical apparatus installed in or affixed to the Demised Premises and the door and window furniture glass and sash cords (if any) thereof in good and substantial repair and condition and in particular (but without prejudice to the generality of the foregoing) to support shelter and protect all such parts of the building which adjoin or lie above or beneath the Demised Premises

2. At all times to keep the interior of the Demised Premises in good decorative repair

3. To make good all damage caused through the act or default of the Lessee (a) to

any part of the Building or to the appointments or the fixtures and fittings thereof and (b) to any other occupier or tenant of the Building and their licensees and in each case to keep the Lessor indemnified from all claims expenses and demands in respect thereof

4. Not to do or omit or permit or suffer to be done or omitted any act deed matter or thing whatsoever whereby the risk or hazard of the Demised Premises or the Building being destroyed or damaged by fire or any other risk against which the Lessor has insured may be increased or which may require any additional premium for insuring the same or which may make void or voidable any policy for such insurance and to give notice to the Lessor of any act thing or matter done or brought on to the Demised Premises which may lead to an increase in the premium for insuring the same and to pay any increase in the insurance premium attributable to the Demised premises or the Building by reason thereof

5. Not to do or omit or permit or suffer to be done or omitted upon or in connection with the Demised Premises anything which shall be or tend to be a nuisance or annoyance or cause of damage to the Lessor or the other occupants of the Building or to any neighbouring adjoining or adjacent property or the owner or occupiers thereof

6. To observe the restrictions and regulations specified in the Ninth Schedule hereto and subject to consultation with the lessees and tenants in the Building other reasonable restrictions or regulations consistent with the terms of this Lease of which the Lessor shall give notice in writing to the Lessee

7. Not to stop up or darken or obstruct any windows or lights belonging to the Building nor knowingly permit any new easement to be made or acquired unto against or upon the Demised Premises and in case any such easement shall be made or attempted to be made the Lessee will forthwith upon first becoming aware thereof give notice in writing to the Lessor and will at its request adopt such means as may be reasonably required and deemed proper for preventing such encroachment or the acquisition of any such easement

8. To tend keep clean and tidy and generally to maintain the garden land shown edged green on the said plan and to use the same only as a garden

9. To indemnify and keep indemnified the Lessor from and against all costs charges claims and expenses in connection with any requirement by the Thames Water Authority or other authority or body responsible for the supply of water whether because of non-payment of the water rate or charge hereby covenanted to be paid by the Lessee hereunder or some other reason and to provide and lay a separate service pipe and apparatus for the supply of water to the Demised Premises from the mains of the said Thames Water Authority or other body or authority in accordance with its requirements and in the event of such a requirement being made for any other flat maisonette or dwelling in the Building due to the non payment of the water rate or charge to indemnify and keep indemnified the Lessor from and against all costs charges claims and expenses in connection with that requirement

SIXTH SCHEDULE

Part I

Lessor's Covenants

1. To repair and maintain (and to renew and improve as and when the Lessor may from time to time in its absolute discretion consider necessary or desirable)

a. the pathways and steps shown coloured brown and the bin area (if any) shown coloured orange on the plan annexed hereto

b. the Conduits in under and upon the Building (except those Conduits comprised in the Demised Premises or which are the property of a public utility supply authority)

c. the boundary walls and fences of and in the curtilage of the Building (if they are the responsibility of the Lessor) BUT EXCLUDING any part of the Building forming part of the Demised Premises by virtue of the Second Schedule

d. the structure of the Building and in particular the roofs foundations external and internal load bearing walls balcony (excluding the internal surface) doors and door frames and windows and window frames (excluding the internal surfaces furniture sash cords (if any) and glass thereof) and timbers (including the timbers joists and beams of the floors and ceilings thereof) gutters and rainwater soil and waste pipes entrance hall staircases landings corridors and other common parts of the Building (but in any case excluding the Demised Premises) Provided that if the Lessor carries out any work to the load bearing walls within the Demised Premises it will make good all damage thereby occasioned to the plaster coverings plasterwork tiles and all other materials

2. To paint grain varnish whiten or colour the exterior of the Building or any part thereof and the entrance hall staircases landings corridors and other common parts of the Building or other structures within the curtilage of the Building at such intervals and in such tints or colours as the Lessor shall in its absolute discretion think fit

3. (a) To keep the Demised Premises and the structure of the Building surrounding it insured to its full reinstatement value in the joint names of the Lessor and the Lessee against loss or damage by fire and such other of the usual comprehensive risks as are contained in a householders comprehensive insurance policy including architect's and surveyor's fees and two years loss of rent

(b) To keep insured to their full reinstatement value in the name of the Lessor alone against loss or damage by fire and such other risks as the Lessor may in its absolute discretion think fit the parts of the Building as follows:

(i) Any flat in the Building which is not demised to a long lessee

(ii) The Common Parts excluding any Common Parts which are comprehensively insured

(c) To cause all monies received in respect of any such insurance as aforesaid (other than in respect of loss of rent) to be paid out with all convenient speed in

rebuilding repairing or otherwise reinstating the Demised Premises or any other part of the Building so destroyed or damaged but without prejudice to the Lessee's liability to pay or contribute towards the costs of such rebuilding repairing or reinstatement hereinbefore PROVIDED THAT the Lessor shall be under no liability to the Lessee under this clause to make good to the Lessee any deficiency of such insurance monies by reason of the premium for the insurance of the Demised Premises or any other part of the Building having been increased on account of any thing or matter done or brought thereon of which notice shall not have been given to the Lessor in accordance with Clause 4 of Part II of the Fifth Schedule AND PROVIDED ALWAYS that if the Demised Premises or the part of the Demised Premises which has been destroyed or damaged cannot be rebuilt or reinstated for any reason any policy moneys paid in respect of the Demised Premises shall belong to the Lessor and to the Lessee in the proportion which the values of their respective interests in the Demised Premises bear to one another and any dispute as to the amount of such proportion shall be determined under the provisions of the Arbitration Act 1996 (or any statutory modification or re-enactment thereof for the time being in force) by a single arbitrator to be appointed by agreement between the Lessor and the Lessee or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors making the appointment or appointments (as the case may be) at the request of either party

4. To pay and discharge any water rates taxes duties assessments charges impositions and outgoings assessed charged and imposed upon the Building in its entirety as distinct from any assessment made in respect of any separately demised premises in the Building

Part II

5. That the Lessee paying the rent and performing and observing the Lessee's covenants hereinbefore contained and on his part to be performed and observed shall and may peaceably hold and enjoy the Demised Premises during the term hereby granted without any lawful interruption or disturbance by the Lessor or any person lawfully claiming through under or in trust for the Lessor

6. Every lease of a flat in the Building hereinafter granted by the Lessor being a long lease at a low rent and reserving a premium shall contain regulations to be observed by the Lessee thereof in similar terms to those contained in the Ninth Schedule hereof and also covenants of a similar nature to those contained in the Fifth Schedule hereof

7. To pay the Service Charge in respect of any flat in the Building remaining unsold at the date hereof or which is let by the Lessor at a rack rent

8. Without prejudice to its right to proceed in such matters on its own initiative or otherwise the Lessor will use its best endeavours to enforce the covenants conditions and regulations contained in any long lease at a low rent and reserving a premium which may from time to time be granted of other flats in the Building upon:

- (a) receipt by the Lessor of a request in writing in this behalf by the Lessee

and

(b) receipt of confirmation in writing by the Lessee that the Lessee will indemnify the Lessor against all costs and expenses incurred by the Lessor in and about or arising from the same and

(c) receipt by the Lessor from the Lessee (if requested by the Lessor) of reasonable security in respect of such costs and expenses as aforesaid

SEVENTH SCHEDULE

Provisions agreed between Lessor and Lessee

1. That in the event of the Demised Premises or any part thereof being destroyed or so damaged by any risk against which the Lessor has insured the same as hereinbefore mentioned so as to be rendered partially or wholly unfit for occupation and use and provided that the insurance effected by the Lessor shall not have been vitiated or payment of the insurance moneys refused in whole or in part in consequence of some act or default on the part of the Lessee his family servants or agents then the rent hereby reserved or a fair proportion thereof shall forthwith cease to be payable until the Demised Premises shall have been restored and reinstated and again rendered fit for occupation or until the expiration of two years from the date of such destruction or damage whichever period shall be the shorter AND in case any dispute shall arise regarding this clause the matter shall be referred to an independent surveyor to be agreed between the parties or in default of agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors as a single arbitrator in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force
2. The Lessor shall not be liable or responsible for any damage suffered by the Lessee or any servant agent or workman of the Lessee or any member of the Lessee's family or any guest of the Lessee through any defect in any fixture Conduit staircase pathway or any of the common parts over which rights have been granted or any machinery or thing in or upon the Building or any part thereof (including the Demised Premises)
3. In case of dispute between the Lessee and any lessee tenant or occupier of any other flat in the Building or between the Lessee and any owner or occupier of any adjoining or neighbouring property relating to any part of the Building and/or such adjoining property such dispute shall be referred (if the Lessor so requires) to the Lessor's surveyors for the time being and the decision of such surveyors (as between the Lessee and any other lessee tenant or occupier of any part of the Building) shall be final and binding
4. Subject to consultation with the other tenants of the Building the Lessor may at any time or times during the term hereby granted and in the interests of good estate management impose reasonable regulations of general application regarding the Building in addition to or in place of the regulations set out in the Ninth Schedule hereto (but so

that any such regulations shall not conflict with this Lease or any other covenants rules and regulations for the time being in force relating thereto) and revoke amend or add to such regulations and the regulations set out in the Ninth Schedule or any additions thereto or substitutions therefore

5. Any consent approval determination authority or notice required to be given by the Lessor shall be in writing and shall (except where the context otherwise provides or requires) be given under the hand of the appropriate authorised officer of the Lessor and any notice to the Lessor shall be in writing and shall be deemed to be sufficiently served if sent by recorded delivery post and addressed to the Lessor's Managing Director at the address for service of the Lessor current at the time of such service and any notice to the Lessee shall be deemed sufficiently served if left or sent by recorded delivery to him at his last known address or the demised Premises

6. Nothing herein contained shall be deemed to be a consent or approval of the Lessor in any capacity other than as lessor of the Demised Premises and for the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Lessor's rights powers duties and obligations in exercise of its functions as a local authority and the rights of the Lessor under all public and private statutes byelaws orders and regulations may be fully and effectually exercised in relation to the Demised Premises as if it had not interest in the reversion immediately expectant on the term hereby granted and this Lease had not been executed by it

7. Without prejudice to any other right remedy or power available to the Lessor if any rent shall not be paid within twenty-one days after the same shall have become due (whether or not any formal demand shall have been made therefore) or if any other sum of money payable by the Lessee to the Lessor shall not be paid within twenty-one days after the same shall have been demanded to pay interest thereon (as well after as before any judgement) at the rate of five per centum per annum above the Lessor's bankers base or similar lending rate from time to time in force calculated on a day-to-day basis from the date of the same being due or demanded (as the case may be) to the date of payment (both dates inclusive) and aggregate amount for the time being so payable but unpaid shall at the option of the Lessor be recoverable by action or as rent in arrear Provided that no such interest shall accrue in respect of an amount payable in respect of a service charge as defined in Section 10 of the Landlord and Tenant Act 1985 while a request made under Section 21 of that Act has not been complied with

8. The Lessor shall be under no liability to the Lessee nor shall the Lessee have any claim against the Lessor for failure to observe or perform or for any interruption in the observance or performance of the Lessor's covenants herein contained as a result of strikes lockouts inclement weather unavoidable shortage of labour or materials or any other cause beyond the Lessor's control

9. Save as herein otherwise expressly provided nothing herein contained shall operate by implication to impose any restrictions on the manner in which the Lessor may deal with the whole or part of the Building or any part or parts thereof for the time being remaining

vested in the Lessor

10. The Lessor acknowledges the Lessee's right to production of the said policies of insurance effected hereunder and evidence of the payment of the annual premiums thereof

11. For the purpose of Section 48 of the Landlord and Tenant Act 1987 notice is hereby given to the Lessee that the address for service of notices (including notices in proceedings) is Town Hall King Street London W6 9JU

EIGHTH SCHEDULE

Part I

Costs and Expenses Charged for Services

There shall be included in the Service Charge such of the following costs and expenses as may from time to time be incurred in connection with the Building PROVIDED that nothing in this Schedule shall impose upon the Lessor any obligation not contained elsewhere in this Lease to provide any of the services herein mentioned it being the intention of the parties that the Lessor shall incur such expenses if it considers the same are necessary desirable in the general interests of the lessees or occupiers of the Building or in the interests of good estate management the said costs and expenses being:

1. The cost incurred by the Lessor in complying with its obligations or in exercising its rights in Clauses 1 2 and 3(b)(ii) of Part I of the Sixth Schedule
2. The cost of maintaining repairing renewing the television and radio aerials (if any) installed on the Building and any future installation used or capable of being used by the Lessee in common as aforesaid
3. The cost of any additional insurance effected in connection with the Building or any part thereof except such additional insurance which the Lessee may be liable to pay under Clause 4 of Part II of the Fifth Schedule hereto
4. The cost of complying with all statutory requirements regulations or requirements of any competent local or other authority relating to any common parts over which rights have been granted
5. The cost of employing a Managing Agent or Surveyor to manage the Building and to collect the rents and Service Charge in respect of the flats therein and to carry out such other duties as may from time to time be assigned to him by the Lessor or are otherwise imposed on him by the provisions of this Lease
6. All legal and other costs incurred by the Lessor in the running and management of the Building

7. The cost of auditing the accounts
8. Any taxes which may be assessed or charged on the income received
9. Any other expenditure (including Bank or other interest) incurred by the Lessor in respect of or incidental to the performance and exercise by the Lessor of the obligations and powers imposed or conferred upon the Lessor under the provisions of this Lease
10. Any value added tax payable by the Lessor in respect of any of the matters mentioned in this Part of this Schedule (insofar as same would if not included in the Service Charge fall to be borne by the Lessor)
11. The cost of carrying out any window cleaning to the exterior of the Building if provided
12. The cost of such further services and facilities for the general benefit of the occupiers of the Building as the Lessor may from time to time in its discretion decide to provide

EIGHTH SCHEDULE

Part II

Proportion payable by Lessee of Costs and Expenses charged for Services

The Lessee shall pay to the Lessor on the dates and in the manner hereinbefore provided in clause 9 of the costs and expenses incurred by the Lessor and authorised under Part I of this Schedule

NINTH SCHEDULE

Regulations

1. Not to throw dirt rubbish rags or other refuse or other substances or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Demised Premises (except through a proper waste disposal unit) or out of the windows thereof
2. The Lessee shall not make or permit any unreasonable noise in the Demised Premises and in particular no piano pianola gramophone wireless loudspeaker television or mechanical or other musical instrument of any kind shall be played or used nor shall any singing be practised in the Demised Premises so as to cause annoyance to the owners lessees and occupiers of the other flats in the Building or so as to be audible outside the Demised premises
3. No clothes flower box pot aerial or other articles shall be hung or exposed outside the Demised Premises and no mat or other article shall be shaken out of the windows of the Demised Premises
4. The Lessee shall not (a) keep a dog in any flat or maisonette unless there is direct access to a private garden belonging to the dwelling or (b) keep in any type of

accommodation any animal bird or livestock which in the opinion of the Lessor is dangerous or a nuisance

5. The Lessee shall not keep or place or permit or suffer to be kept or placed any bicycle perambulator or other articles of any description or any obstruction in or on the Common Parts including in particular the entrance hall landings staircases or corridors in the Building nor keep or deposit any combustible explosive or offensive goods in the Demised Premises or upon any part of the Building nor do or permit or suffer to be done any act or thing whatsoever that may be or become dangerous or a nuisance or cause scandal or annoyance to the Lessor or any of the other lessees or occupiers of the Building or the neighbourhood

6. In the event of any damage caused to any flat or any other part of the Building other than the Demised Premises by reason of leakage of water due to the Lessee's negligence or neglect the Lessee shall pay to the Lessor the costs of any necessary repairs or reinstatement as assessed by the Lessor's Surveyor

7. The Lessee shall have all electrical apparatus in the Demised Premises fitted with an effective suppressor to obviate interference from any such apparatus to wireless or television sets

8. The Lessee shall refrain from using vacuum cleaners before the hour of 11:00 on Sunday mornings

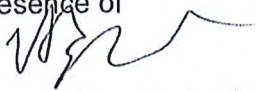
9. No car van or other vehicle shall be parked in any forecourt or pathway adjoining or near to the Building (save only in relation to the public highway to such extent and subject to such conditions as may be permitted by law) except as provided in this Lease

10. The Lessee shall take adequate precautions to protect all pipes in the Demised Premises against freezing of water therein

11. All entrance doors of the Building shall be kept closed except when in use

12. If a caretaking service is not provided in the Building by the Lessor then the Lessee shall in common with other lessees or tenants entitled to use the same clean the communal entrance hall stairs landings and passages adjacent to or adjoining the Demised Premises

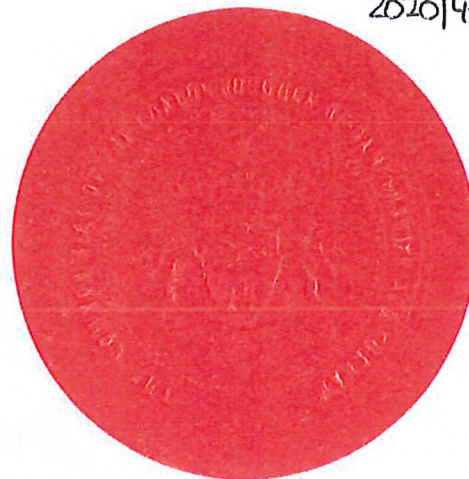
THE COMMON SEAL OF THE COUNCIL OF)
 THE LONDON BOROUGH OF HAMMERSMITH)
 AND FULHAM was affixed to this Deed)
 in the presence of)



The Officer duly authorised on
 behalf of the Council

Chief Solicitor

SIGNED as a Deed by the said)
 JEREMY RICHARD KENT - BAGULEY)
 in the presence of:)



Witness:
 (Name in BLOCK CAPITALS)
 Address:

Occupation:

SIGNED as a Deed by the said)
 AURORA CELESTE KENT - BAGULEY)
 in the presence of:)

Witness:
 (Name in BLOCK CAPITALS)
 Address:

Occupation

DATED 30th April 2020

THE LONDON BOROUGH OF
HAMMERSMITH AND FULHAM

-to -

JEREMY RICHARD KENT-BAGULEY and AURORA
CELESTE KENT-BAGULEY

L E A S E

- of -

Ground Floor Flat 87 Comeragh Road
London W14 9HS

Rhian Davies
Borough Solicitor
The London Borough of
Hammersmith and Fulham
Legal Services
The Town Hall King Street
Hammersmith
London W6 9JU

Ref: ZO/40000411

Hammersmith & Fulham Council
Leasehold Major Works Team, The Economy
1st Floor, 145 King Street, London W6 9JU
Tel: 020 8753 4500
Email: service.charges@lbhf.gov.uk
Web: www.lbhf.gov.uk
Our Ref: Stage 1 Nol Energy



5th August 2024

[Correspondence Address]

ENERGY PROCUREMENT 2025-2030

Dear homeowner,

Property [LH Address]

Building [LH Building]

I am writing to you because we intend to enter into a new long-term agreement for the supply of gas and electricity.

The attached notice will explain in greater detail what the agreement will cover, why it is necessary and how it could impact on you. You also have an opportunity to send us your thoughts and observations.

The notice would usually be the first in a two stage consultation process. However, we intend to apply to the First Tier Tribunal (Property Chamber) for release from the second phase of consultation. The notice describes why we intend to do that, what that means, and where you can find out more.

You will shortly be able to find a copy of our application to the First Tier Tribunal here: www.lbhf.gov.uk/energy2025.

I hope the attached notice is clear but please contact us on 020 8753 4500 or service.charges@lbhf.gov.uk if you have any queries.

Your sincerely,

Ciaran Maguire
Head of Home Ownership Services

Strategic Director of Finance: Sukvinder Kalsi

ENERGY PROCUREMENT 2025-2030

Qualifying Long-Term Agreement

Stage 1 Notice of Intention

The Service Charges (Consultation Requirements) (England) Regulations 2003

Why are you writing to me?

We intend to enter into a new contract for the supply of gas and electricity, and we are required by law to formally consult with you whenever we plan to enter into a contract for services where your contribution could exceed £100 in any one financial year.

This notice is being sent out to all service charge payers across the borough who currently contribute towards gas or electricity.

What is the long-term agreement for?

The agreement is to enter into a new long-term agreement for the provision of gas and electricity.

Why is it needed?

Under the terms of the lease, we have to supply electricity to the common parts to ensure services such as communal lighting, lifts, fire alarms, and electrical equipment can continue to operate. We also have to supply gas to communal and district boilers across the borough.

These services are powered through gas and electricity that we have to purchase from external energy providers. You then contribute towards those costs, where applicable, through your day-to-day service charge account.

However, the existing procurement agreement is coming to an end, so we need to enter into a new one.

What do you intend to do?

We presently intend to enter into a new contract from 1 April 2025 for the provision of gas and electricity.

The intention is to procure the electricity and gas supply contracts through a Central Purchasing Body called LASER.

We're also aiming to use more green, renewable energy through our supply chain in line with our commitment to improve the environment for all.

Why are you using a central purchasing body?

Energy markets are complex and volatile.

Energy prices are made up of three major components: infrastructure costs (pipes, wires and metering), taxation and levies (regulated by government), and wholesale commodity markets. These components make them liable to sudden price fluctuations which are often linked to real or perceived threats to supply and demand.

A central purchasing body, such as LASER, is beneficial as it enables public sector authorities to work together to collectively buy energy on the wholesale market when market conditions are favourable. The ability to purchase 'chunks' of energy over

longer periods of time avoids the high-risk strategy of single day purchasing typically associated with fixed-term, fixed-price tendering.

By combining our energy spend with other public sector organisations, we are able to buy energy through the wholesale energy markets at prices that are lower than retail electricity and gas prices. This forward purchasing strategy also protects residents in the event that energy prices are unusually high on the date the supply period starts.

The Council intends to enter into a contract for the supply of gas and electricity from 1 October 2024 to 31 March 2030.

Will I have to contribute towards the new agreement?

You will have to contribute towards any communal energy costs to your building and/or estate.

Domestic Supply

Please note that this proposal **will not** affect your private gas or electricity supply to your property.

How much will I have to contribute?

As we are working with a volatile market, we are unable to give you any costs at this juncture. However, we can assure you that the sum you are asked to pay will always reflect the best deal we can secure throughout the term of the contract.

Why do you need dispensation from the full consultation process?

With most long-term contracts, we carry out two stages of consultation with homeowners. The first stage advises what we intend to do and why we intend to do it. We then go out to tender. Once those tenders have come back, we send you a second stage notice with details of the tenders we have secured and the provider we intend to appoint. This gives you a second opportunity to comment on an agreement before anything is signed.

However, it is very difficult to run a meaningful second phase of consultation for an energy contract because the prices proposed at the start will not be the same as the rates available by the end. We also intend to use an existing framework that has already been created to source our gas and electricity.

We therefore intend to make an application to the First Tier Tribunal (Property Chamber) to release us from the full range of statutory requirements.

What does this mean in practical terms?

If the Tribunal agrees to grant us dispensation, it will give us the flexibility to join an existing framework that will offer the best possible terms. This will mean that we will not undertake a second phase of consultation.

A copy of our application can be found on this webpage:

www.lbhf.gov.uk/energy2025

You will also be able to chart the progress of the application on this webpage. This will include the Tribunal's instructions and, once the matter has been considered, the final decision.

Can I nominate the name of an alternative provider?

As the agreement will be procured through an existing contract that has already been subject to Public Notice, we are unable to invite you to nominate the name of an alternative contractor.

How can I find out more or submit my comments and observations?

If you would like any further information or want to submit your comments and observations, you can do so by writing to us at Leasehold Major Works Team, 1st Floor, 145 King Street, Hammersmith, London W6 9JU or emailing us on service.charges@lbhf.gov.uk.

All formal observations must be put in writing and submitted by 9th September 2024. These will be replied to individually.

What if I want to oppose the application?

When the Tribunal reviews our application, they will issue a set of instructions known as Directions. These will be published on our dedicated webpage www.lbhf.gov.uk/energy2025.

We expect the Directions to advise how homeowners can make representations on our proposal. If you oppose the application, this may include an opportunity to advise whether you would like a full oral hearing or whether you would be satisfied for a decision to be made on the papers.

Please note that the Directions and the opportunity to make representations are distinct from this phase of statutory consultation. We will therefore continue to have regard and reply to all written observations submitted directly to us up until 9th September 2024.

Observations Form

The consultation period for the proposal ends on 9th September 2024. If you would like to make any observations about the proposal, please complete the relevant section below and return it to us at:

Leasehold Major Works Team, 1st Floor, 145 King Street, Hammersmith,
London W6 9JU

We'd also encourage you to instead email your observations to
service.charges@lbhf.gov.uk.

All observations and nominations must be put in writing and reach us by 9th September 2024 to be considered.

Name: [LH Name]
Scheme: Stage 1 Energy Procurement (2025)
Address: [LH Address]

Energy - Comments and Observations

Please continue overleaf if you need more space.

Name (please print):

Signed:

Contact Telephone Number:

Email:

This will only be used if a leasehold major works officer needs to contact you for clarification.

Date:

Energy - Comments and Observations (continued)

Hammersmith & Fulham Council
Leasehold Major Works Team, The Economy
1st Floor, 145 King Street, London W6 9JU
Tel: 020 8753 4500
Email: service.charges@lbhf.gov.uk
Web: www.lbhf.gov.uk
Our Ref: Stage 1 Nol Energy



Sent by email

Scheme ref
Stage 1 Nol Energy

Date
12 August 2024

Queries
020 8753 4500 (Option 4)

ENERGY PROCUREMENT 2025-2030

Dear representative,

As a representative of a recognised tenants and residents association, we are writing to let you know about our plans to enter into a long-term agreement for the supply of gas and electricity.

The attached notice will explain in greater detail what the agreement will cover, why it is necessary, and how it could impact on your members. You also have an opportunity to send us your thoughts and observations.

The notice would usually be the first in a two stage consultation process. However, we intend to apply to the First Tier Tribunal (Property Chamber) for release from the second phase of consultation. The notice describes why we intend to do that, what that means, and where you can find out more.

You will shortly be able to find a copy of our application to the First Tier Tribunal here: www.lbhf.gov.uk/energy2025.

I hope the attached notice is clear but please contact us on 020 8753 4500 or service.charges@lbhf.gov.uk if you have any queries.

Your sincerely,

Ciaran Maguire
Head of Home Ownership Services

Strategic Director of Finance: Sukvinder Kalsi

ENERGY PROCUREMENT 2025-2030

Qualifying Long-Term Agreement

Stage 1 Notice of Intention

The Service Charges (Consultation Requirements) (England) Regulations 2003

Why are you writing to me?

We intend to enter into a new contract for the supply of gas and electricity, and we are required by law to formally consult with our recognised tenants and residents associations whenever we plan to enter into a contract for services where your members' contributions could exceed £100 in any one financial year.

This notice is being sent out to all recognised tenants and residents associations and all lessees who currently contribute towards communal gas or electricity.

What is the long-term agreement for?

The agreement is to enter into a new long-term agreement for the provision of gas and electricity.

Why is it needed?

Under the terms of the lease, we have to supply electricity to the common parts to ensure services such as communal lighting, lifts, fire alarms, and electrical equipment can continue to operate. We also have to supply gas to communal and district boilers across the borough.

These services are powered through gas and electricity that we have to purchase from external energy providers. Your members then contribute towards those costs, where applicable, through their day-to-day service charge account.

However, the existing procurement agreement is coming to an end, so we need to enter into a new one.

What do you intend to do?

We presently intend to enter into a new contract from 1 April 2025 for the provision of gas and electricity.

The intention is to procure the electricity and gas supply contracts through a Central Purchasing Body called LASER.

We're also aiming to use more green, renewable energy through our supply chain in line with our commitment to improve the environment for all.

Why are you using a central purchasing body?

Energy markets are complex and volatile.

Energy prices are made up of three major components: infrastructure costs (pipes, wires and metering), taxation and levies (regulated by government), and wholesale commodity markets. These components make them liable to sudden price fluctuations which are often linked to real or perceived threats to supply and demand.

A central purchasing body, such as LASER, is beneficial as it enables public sector authorities to work together to collectively buy energy on the wholesale market when market conditions are favourable. The ability to purchase 'chunks' of energy over

longer periods of time avoids the high-risk strategy of single day purchasing typically associated with fixed-term, fixed-price tendering.

By combining our energy spend with other public sector organisations, we are able to buy energy through the wholesale energy markets at prices that are lower than retail electricity and gas prices. This forward purchasing strategy also protects residents in the event that energy prices are unusually high on the date the supply period starts.

The Council intends to enter into a contract for the supply of gas and electricity from 1 October 2024 to 31 March 2030.

Will our members have to contribute towards the new agreement?

Your leasehold members will have to contribute towards any communal energy costs to their building and/or estate.

Domestic Supply

Please note that this proposal **will not** affect your private gas or electricity supply to your property.

How much will homeowners have to contribute?

As we are working with a volatile market, we are unable to give you any costs at this juncture. However, we can assure you that the sum your members will be asked to pay will always reflect the best deal we can secure throughout the term of the contract.

Why do you need dispensation from the full consultation process?

With most long-term contracts, we carry out two stages of consultation with homeowners. The first stage advises what we intend to do and why we intend to do it. We then go out to tender. Once those tenders have come back, we issue a second stage notice with details of the tenders we have secured and the provider we intend to appoint. This gives recipients a second opportunity to comment on an agreement before anything is signed.

However, it is very difficult to run a meaningful second phase of consultation for an energy contract because the prices proposed at the start will not be the same as the rates available by the end. We also intend to use an existing framework that has already been created to source our gas and electricity.

We therefore intend to make an application to the First Tier Tribunal (Property Chamber) to release us from the full range of statutory requirements.

What does this mean in practical terms?

If the Tribunal agrees to grant us dispensation, it will give us the flexibility to join an existing framework that will offer the best possible terms. This will mean that we will not undertake a second phase of consultation.

A copy of our application can be found on this webpage:

www.lbhf.gov.uk/energy2025

You will also be able to chart the progress of the application on this webpage. This will include the Tribunal's instructions and, once the matter has been considered, the final decision.

Can I nominate the name of an alternative provider?

As the agreement will be procured through an existing contract that has already been subject to Public Notice, we are unable to invite you to nominate the name of an alternative contractor.

How can I find out more or submit my comments and observations?

If you would like any further information or want to submit your comments and observations, you can do so by writing to us at Leasehold Major Works Team, 1st Floor, 145 King Street, Hammersmith, London W6 9JU or emailing us on service.charges@lbhf.gov.uk.

All formal observations must be put in writing and submitted by 13 September 2024. These will be replied to individually.

What if I want to oppose the application?

When the Tribunal reviews our application, they will issue a set of instructions known as Directions. These will be published on our dedicated webpage www.lbhf.gov.uk/energy2025.

We expect the Directions to advise how homeowners can make representations on our proposal. If you oppose the application, this may include an opportunity to advise whether you would like a full oral hearing or whether you would be satisfied for a decision to be made on the papers.

Please note that the Directions and the opportunity to make representations are distinct from this phase of statutory consultation. We will therefore continue to have regard and reply to all written observations submitted directly to us up until 13 September 2024.

Observations Form (TRA)

The consultation period for the proposal ends on 13 September 2024. If you would like to make any observations about the proposal, please complete the section below and return it to us at:

Leasehold Major Works Team, 1st Floor, 145 King Street, Hammersmith,
London W6 9JU

We'd also encourage you to instead email your observations to
service.charges@lbhf.gov.uk.

All observations and nominations must be put in writing and reach us by 13 September 2024 to be considered.

Scheme: Stage 1 Energy Procurement (2025)

Energy - Comments and Observations (TRA)

<div></div>

Please continue overleaf if you need more space.

Name (please print):

Signed:

Contact Telephone Number:

Email:

This will only be used if a leasehold major works officer needs to contact you for clarification.

Date:

Association:

Energy - Comments and Observations (continued)	

Appendix 4 - Tenants & Residents Associations

August 2024

No.	TRA	Chair	Registered address	Area
1	Aspen Gardens	Kim Shearer	Nye Bevan Hall, Aspen Gardens, London W6 9JD	W6
2	Becklow Gardens	Leah Anderson-McCollin	N/A	W12
3	Bentworth Road	Natasha Julien	N/A	W12
4	Browning Court	Marcus Nicholson	Browning Court Residents Hall, Turneville Road, W14 9PU	W14
5	Caxton Village	Martyn Freeman	N/A	W12
6	Emlyn Gardens	Wilma Owusu	Emlyn Gardens Community Hall, Warple Way, London W12 9UG	W12
7	Field Road	Mary Glasgow	Matthews Community Hall, 12 Margravine Road, London W6 8HJ	W6
8	Flora Gardens	Jenny Parker	Flora Gardens Community Hall, Flora Gardens, London W6 0HP	W6
9	Kelmscott Gardens	Jenny Swift (secretary)	Kelmscott Gardens Community Hall, Kelmscott Gardens, London W12 9BU	W12
10	Lancaster Court	Marie Thomas	Lancaster Court Community Hall, London SW6 5TD	SW6
11	Linacre Court	Michael Dipple	Linacre Court Community room, Great Church Lane, London W6 8DF	W6
12	Lytton Estate	Samuel Lewis	Lytton Residents' Hall, Lytton Estate, North End Crescent, London W14 8TE	W14
13	Maystar Estate	Joachim Schimpf and Michael Gannon	Maystar Estate Residents Hall, Sun Road, London, W14 9XN	W14
14	Philpot Square	Karen Dickinson	Philpot Square Residents Hall, Philpot Square, London SW6 3HU	SW6
15	Queen Caroline	Kyron Brahmabhatt	Queen Caroline Estate Community Hall, Queen Caroline St, London W6 9EH	W6
16	Riverside Gardens	Rita Emesim	N/A	W6
17	Springvale Residents	Ed Cheng- Moore	Springvale Tenants' Hall, Blythe Road, London W14 ABB	W14
18	Twynholm (Bayonne Estate)	Natalie Bishop	Rene Davis Memorial Hall, Laundry Road, London W6 8PZ	W6
19	Verulam House	Diego Bertoni	N/A	W6
20	West Kensington Estate	Kay Morgan	N/A	W14
21	White City	Caroline Paskell	White City Community Centre, India Way, London W12 7QT	W12
22	William Church Estate	Samantha Williams	William Church Community Hall, Basement, Frobisher Court, 60 Lime Grove, London W12 8ED	W12
23	Wood Lane	Dawn Brown	Kathy Dolan Centre, 78 White City Close, London W12 7ED	W12
24	Woodmans Mews	Florrie Mahon	Woodmans Mews Community Hall, Woodmans Mews, London W12 8ED	W12
25	Wormholt Estate	Nicola McElligott	N/A	W12



**RST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : LON/00AN/LDC/2024/0502

Properties : Various properties in Hammersmith & Fulham

Applicant : Council of the London Borough of Hammersmith & Fulham

Respondents : Leaseholders as listed in the application

Type of application : To dispense with the requirement to consult leaseholders pursuant to s.20ZA Landlord and Tenant Act 1985

Judge : Judge Sarah McKeown

Date of directions : 17 October 2024

**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

Communicating with the Tribunal

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to London.RAP@justice.gov.uk and all communications must be copied to the other party or parties at the same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.
- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.

- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

Background to the Application

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from some of the consultation requirements imposed on the landlord by section 20 of the 1985 Act¹.
- (B) The Applicant intends to enter into a contract for the supply of for the supply of gas and electricity via LASER. The agreements will relate to:
 - (a) The supply of electricity to blocks and estates and street properties for landlord's lighting, staircase lighting, lifts, estate lighting, boiler rooms and communal services such as door entry systems and fire alarms and communal services such as door entry systems and fire alarms serving the residential leasehold properties;
 - (b) The supply of gas to the boiler room on estates, communal block boilers and communal supplies on smaller blocks serving the residential leasehold properties
- (C) The contract is a Qualifying Long Term Agreement ('QLTA') to which section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations ('the 2003 Regulations') applies.
- (D) The Applicants contend that a Notice of Intention was sent to all homeholders who contribute towards the supply of communal energy and all recognised tenants and residential associations, on 5 and 12 August 2024 respectively. The notices advised recipients of the pending application to the Tribunal and signposted them to a webpage where a copy of the application will be uploaded, along with a copy of the directions and offer an opportunity for homeowners to request hard copies of documents in request. The webpage will also provide information on how homeowners can participate in the process or make representations on the application. The application is said to be urgent because the existing framework agreement ends on 31 March 2025 and the Applicant intends to enter into the contract by 1 December 2024 to enable forward purchasing in the run up to the commencement of the new supply period. The Applicants seek dispensation from compliance with the consultation requirements in the 2003 Regulations.

¹ See the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)

- (E) The only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**

DIRECTIONS

1. The Applicant landlord must by **25 October 2024**:
 - Write to all homeholders who contribute towards the supply of communal energy and all relevant residential associations by email, hand delivery or first-class post with:
 - (a) Copies of the application form (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses) unless already sent by the applicant to the leaseholder/sublessee;
 - (b) If not already detailed in the application form a brief statement to explain the reasons for the application; and
 - (c) These directions
 - Put a copy of these directions on the webpage referred to above and advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after 6 December 2024.
 - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.
2. Those leaseholders who oppose the application must by **8 November 2024**:
 - Complete the attached reply form and send it by email to both the Applicant/landlord and to the tribunal at London.Rap@justice.gov.uk and
 - Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
2. The Applicant/landlord may send to the Respondents/leaseholders a brief reply to any statements in opposition received, by **15 November 2024**.
3. The Applicant landlord must by **22 November 2024**:

- Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
- Upload a copy of the bundle to their website;
- The bundle should contain:
 - (a) the application form and accompanying documents,
 - (b) these and any subsequent directions,
 - (c) any statement from the Applicant/landlord to explain the reasons for the application as was provided with the application and/or in accordance with paragraph 1,
 - (d) documents upon which the Applicant/landlord relies,
 - (e) copies of any replies from the Respondents/leaseholders and their evidence **OR** confirmation that there were no responses, and
 - (f) any relevant correspondence.
- Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or send them a copy of the bundle by email and, if requested, by post; and
- Also send an email to the tribunal at London.Rap@justice.gov.uk with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]".

Decision

4. The tribunal will decide the application during the five days commencing **2 December 2024** based on written representations.
5. However, any party may request a hearing. Any such **request should be made by 8 November 2024**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but a party should notify the tribunal if that time estimate is insufficient.
6. If a hearing is requested:
 - It shall take place on **a date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a

concise written summary of their case (referred to as a “skeleton argument”) **three days** before the date of the listed hearing.

- A party who is intending to rely upon oral witness evidence at a hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
- Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.
- Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).

Evidence from Abroad: Any party or witness. If you or your witness intends to give oral evidence at the hearing from somewhere outside of the United Kingdom, you must request from your case officer the *Guidance Note for Parties: Evidence from Abroad* as soon as possible. The processes laid out in that Guidance Note are those that you must follow. The Tribunal cannot offer any other assistance with the process, which is the responsibility of the person wishing to give evidence from abroad to follow. Failure to follow the process outlined in the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.

7. The Applicant/landlord will be responsible for serving a copy of the Tribunal’s eventual decision on all leaseholders who opposed the application.
8. Furthermore, the Applicant must upload a copy of the tribunal’s decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

Applications

9. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1².

Non-Compliance with Directions

10. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal

² Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>

Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the 2013 Rules”).

11. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

Name: Judge McKeown

Date: 17
October 2024

Attached: Reply Form for Leaseholders

Leaseholder Reply From

Case Reference:
LON/00AN/LDC/2024/0502

Various properties in
Hammersmith & Fulham

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO
THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to:
London.RAP@justice.gov.uk

And send a copy to the landlord's representative
Mr John Sharland Address: Town Hall, King Street, London W6 9JU

Email address: john.sharland@lbhf.gov.uk

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

Please also complete the details below:

Date:	
Signature (can be digital):	
Print Name:	
Address of affected property:	
Your correspondence address (if different):	
Telephone:	
Email:	

Hammersmith & Fulham Council
Address Legal Services, The Town Hall,
King Street London W6 9JU
Tel: 020 8753 2744
Email: John.Sharland@lbhf.gov.uk
Web: www.lbhf.gov.uk



First Tier Tribunal (Property Chamber)
Residential Property
10 Alfred Place
London WD1E 7LR

My reference: JAS
Your reference:
Please ask for: John Sharland
24th October 2024

Dear Sir or Madam,

Case reference : **LON/00AN/LDC/2024/0502**
Properties : **Various properties in Hammersmith & Fulham**

Further to the directions of the Tribunal dated 17 October 2024, I am writing to confirm that the Council has complied with the first direction.

We have written to all homeowners who contribute to the supply of communal energy and all relevant residential associations with copies of our application and the tribunal's directions.

On 22 October 2024 these were sent by email to the 3,404 homeowners of 3,803 properties. (A number of owners have more than one property.) A further 600 letters were dispatched by first class post to households where an email address was not held. On 23 October 2024, 28 residential associations were notified by email.

We have also complied with the second bullet point of the first direction by including the information set out in the direction on the relevant webpage: [Gas and electricity contracts for Communal Landlord Supply | London Borough of Hammersmith & Fulham](#)

Yours faithfully,

John Sharland
Interim Assistant Director of Legal Services

NoI Q&As

ling/s Almost Borough-wide

Project Manager

Kal Saini

ie Ref Stage 1 Energy 2025-2030

S20 Start

22 October 2024

st Ref

S20 End

25 October 2024

No.	Address	Date	Query	Team Responsible	Answer	Opposed Yes/No	Date Answered
1	1B Trevanion Road	23/10/2024	The lessee's managing agent wanted to know which property the email with the FTT's Directions related to. This was not included in the body of the email.	LHS	An email was sent to the agent to explain which property it related to. The email with the FTT's Directions was also only sent out once to those with multiple properties.	N	23/10/2024
2	30 Barclay Close	23/10/2024	The lessee requested a hard copy of the letter rather than an email.	LHS	A hard copy was produced and posted to the lessee.	N/A	24/10/2024
3	15a Crookham Road, SW6 4EG	22/10/2024	The lessee opposed the Application but focused on the utility of a light in the common area and its associated costs.	LHS	The lessee was telephoned to explain the purpose of the FTT Directions and to step through his concerns. This resulted in a separate enquiry being raised around the presence of a communal light and the Standing Order charges around the same. This was not considered to be directly related to the application at hand but the lessee retains the right to challenge the relevance and reasonableness of any charge that subsequently arises.	Y	23/10/2024
4	310 Sullivan Court,	24/10/2024	The lessee asked for a simple explanation of the notice.	LHS	The lessee was sent a copy of the FAQs to step her through the purpose of the Application and signposted to Project Lead for any further queries.	N	01/11/2024
5	Flat 3, Elizabeth House Queen Caroline Street London W6 9RB	24/10/2024	The lessee asked for a copy of the appendices referred to in the application.	LHS	The lessee was advised that the appendices contained personal information about homeowners and, as the Directions included an express instruction not to include the names or addresses of any respondents that were appended to the original application, these appendices would not be shared. The lessee was however invited to submit thoughts on the merits of the Application.	N	24/10/2024
6	261 Sullivan Court	25/10/2024	The lessee wanted clarify on works and costing	LHS	The lessee was informed that this Application relates to an exercise to enter a new contract for the procurement of energy at the most optimal rates without being impeded by consultation regulations that did not neatly align with the same.	N/A	31/10/2024
7	158 Cheesemans Terrace	22/10/2024	The lessee wanted to ensure the Council would enter into contract at the best time and to be wary of entering into a fixed term in a volatile market without an exit strategy. However, the lessee did not oppose the Application.	Other	An explanation was provided on how the contract would be structured to secure the best prices throughout the term.	N	01/11/2024

From: Karl Steidl <ksteidl@yahoo.com>
Sent: 22 October 2024 17:52
To: Sharland John: H&F; London.RAP@justice.gov.uk
Subject: Response

You don't often get email from ksteidl@yahoo.com. [Learn why this is important](#)

Leaseholder Reply From

Case Reference:
LON/00AN/LDC/2024/0502

Various properties in
Hammersmith & Fulham

ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION

If you do object please complete and return this form to:

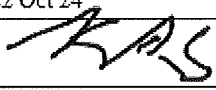
The First-tier Tribunal Property Chamber (Residential Property) **by email to:**
London.RAP@justice.gov.uk

And send a copy to the landlord's representative
Mr John Sharland Address: Town Hall, King Street, London W6 9JU

Email address: john.sharland@lbhf.gov.uk

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	X
Do you wish to request an oral hearing?	<input type="checkbox"/>	X
Name address of any spokesperson or representative appointed for the leaseholder:		

Please also complete the details below:

Date:	22 Oct 24
Signature (can be digital):	
Print Name:	Karl Steidl
Address of affected property:	15 1 st and 2 nd floor Crookham rd
Your correspondence address (if different):	Close End Hardwick Close Oxshott KT22 0HZ
Telephone:	0789591619
Email:	ksteidl@yahoo.com

From: Service Charges: H&F
Sent: 23 October 2024 16:46
To: ksteidl@yahoo.com
Cc: Sharland John: H&F; Service Charges: H&F; London.RAP@justice.gov.uk
Subject: RE: Response [15a Crookham Road, SW6 4EG]

Hi Karl,

Thanks for your email and your time on the phone this afternoon.

I wanted to give a call just to clarify the terms of your opposition and it was good to talk through your concerns. These are more focused on the necessity of a single lightbulb in the communal area at 15 Crookham Road, SW6 4EG, and the resultant charges that arise. You said this manifested in high Standing Charges, and periodic and costly visits from Council officers to assess the communal installation. You have asked whether the light could be removed or simply connected to your home to sidestep any future charges.

This is perhaps a different matter to the dispensation application at hand but it still warrants a closer look.

I am therefore going to first ask our day-to-day service charge team to let me know how much you are paying for the communal electrics at your building. I will also ask our Utilities team to offer a comment on the level of any Standing Charges for the same. Finally, I will ask our Mechanical and Electrical team whether it would be viable to remove the light in the common area or, if not, why not (I did mention there may be H&S concerns that might stymie that).

We'll take those queries outside this process and seek to address them under separate cover.

However, you're still welcome to submit a supporting statement if you want to continue to oppose the application for dispensation, and, if you do, please just make you submit this by 8 November.

Please let me know if there's anything related to these queries that you would like to incorporate.

Kind Regards,

Ciaran Maguire
Head of Home Ownership Services
Economy Department
Hammersmith & Fulham Council
020 8753 4500
service.charges@lbhf.gov.uk
www.lbhf.gov.uk

You can Bid for a Home, manage your Rent account, and more, using [Housing Online](#)

Strategic Director of Finance: Sukvinder Kalsi

From: Karl Steidl <ksteidl@yahoo.com>
Sent: Tuesday, October 22, 2024 5:52 PM
To: Sharland John: H&F <John.Sharland@lbhf.gov.uk>;
Subject: Response

Leaseholder Reply From



Case Reference: LON/00AN/LDC/2024/0502
Various properties in Hammersmith & Fulham

ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION

If you do object please complete and return this form to:


The First-tier Tribunal Property Chamber (Residential Property) **by email to:**
London.RAP@justice.gov.uk

And send a copy to the landlord's representative
Mr John Sharland Address: Town Hall, King Street, London W6 9JU

Email address: john.sharland@lbhf.gov.uk

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	X
Do you wish to request an oral hearing?	<input type="checkbox"/>	X
Name address of any spokesperson or representative appointed for the leaseholder:		

Please also complete the details below:

Date:	22 Oct 24
Signature (can be digital):	
Print Name:	Karl Steidl
Address of affected property:	15 1 st and 2 nd floor Crookham rd
Your correspondence address (if different):	Close End Hardwick Close Oxshott KT22 0HZ
Telephone:	0789591619
Email:	ksteidl@yahoo.com

From: Karl Steidl <ksteidl@yahoo.com>
Sent: 09 November 2024 02:32
To: Service Charges: H&F
Cc: Service Charges: H&F; Sharland John: H&F
Subject: Re: Response [15a Crookham Road, SW6 4EG]

You don't often get email from ksteidl@yahoo.com. [Learn why this is important](#)

Hi Vernisha

Many thanks for the email and sharing the below information. I totally understand all of the below but the frustration to me is the so called communal light is not even used by the other property and they don't even use this entrance to the property. They have a separate entrance and therefore the costs of the standing charge is a complete waste of money for both parties paying. It has been years and years like this and it's shameful to think a charge of 240.85 is a justified cost for something that is literally not ever used.

Karl

Sent from Yahoo Mail for iPhone

On Saturday, November 9, 2024, 02:26, Service Charges: H&F <service.charges@lbhf.gov.uk> wrote:

Dear Karl,

Thank you for your further queries raised, please see responses below:

- 1. You expressed your concerns regarding the necessity of a single lightbulb in the communal area at 15 Crookham Road, SW6 4EG, and the resultant charges that arise.**

The total Communal Electricity charge for 15 Crookham Road for 2023/2024 was £240.85. This is divided between both leaseholders. The cost of the building's communal electricity charge is made up of electricity consumed and standing charges.

Standing charges are used to recover the distribution costs and other non-commodity costs for the network (i.e. all the charges for costs other than the actual energy consumed).

For sites where the consumption is low, it isn't possible to recover these costs via the unit rate as you would start seeing very high rates so in these situations these costs are recovered through the standing charge.

This is why you will see widely higher standing charges on lower consumption sites.

2. You have asked whether the light could be removed or connected to your home to sidestep any future charges.

As the communal lighting is shared between two leaseholders, this would not be possible. The reason for this is because both leaseholders jointly utilise the communal lighting and the costs must be shared.

LBHF have a care of duty to all our tenants and leaseholders to provide supply of communal electricity in order to fulfil our reasonable duties as a freeholder (e.g. providing adequate lighting from a health & safety perspective, or where there is a door entry system, supplying power to ensure that this works).

If the communal metering supply was added to a specific leaseholder/tenant supply, this could pose a health and safety risk, as the supplier or council may need access to the meter in an emergency, due to a fault. On occasions, it may not be possible to liaise with the leaseholder/tenant at short notice, as they may not be available at the time.

If the leaseholder/tenant did take on the supply themselves subject to approval of all parties, i.e. the supplier, council, etc, they would also be liable for the entire charges incurred.

3. In terms of Standing Charges, might we expect any change to that with the new contract?

The costs of energy have increased very significantly in recent years and the Council recognises that this may cause financial difficulties for residents. The Council is part of an energy procurement group which purchases energy on behalf of a large number of local authorities. A system of flexible procurement is used which should ensure that the group can purchase when rates are relatively low.

As LBH&F have not yet signed up to any new Energy contracts for Electricity/Gas 2025-2030, we would not know at this stage, however we will charge based on the daily rate, as regulated by Ofgem at the time.

I hope the above information helps answer your concerns, if you have any further queries please feel free to make contact.

Kind regards,

Vernishia Awatefe

Leasehold Major Works Team Leader

Place Services

Hammersmith & Fulham Council

020 8753 4500

0800 840 4501

service.charges@lbhf.gov.uk

www.lbhf.gov.uk

Report a repair on 0800 023 4499 or housing.repairs@lbhf.gov.uk



Strategic Director of Finance: Sukvinder Kalsi

From: Service Charges: H&F

Sent: 23 October 2024 16:46

To: 'ksteidl@yahoo.com' <ksteidl@yahoo.com>

Cc: Sharland John: H&F <John.Sharland@lbhf.gov.uk>; Service Charges: H&F
<service.charges@lbhf.gov.uk>; 'London.RAP@justice.gov.uk'
<London.RAP@justice.gov.uk>

Subject: RE: Response [15a Crookham Road, SW6 4EG]

Hi Karl,

Thanks for your email and your time on the phone this afternoon.

I wanted to give a call just to clarify the terms of your opposition and it was good to talk through your concerns. These are more focused on the necessity of a single lightbulb in the communal area at 15 Crookham Road, SW6 4EG, and the resultant charges that arise. You said this manifested in high Standing Charges, and periodic and costly visits from Council officers to assess the communal installation. You have asked whether the light could be removed or simply connected to your home to sidestep any future charges.

This is perhaps a different matter to the dispensation application at hand but it still warrants a closer look.

I am therefore going to first ask our day-to-day service charge team to let me know how much you are paying for the communal electrics at your building. I will also ask our Utilities team to offer a comment on the level of any Standing Charges for the same. Finally, I will ask our Mechanical and Electrical team whether it would be viable to remove the light in the common area or, if not, why not (I did mention there may be H&S concerns that might stymie that).

We'll take those queries outside this process and seek to address them under separate cover.

However, you're still welcome to submit a supporting statement if you want to continue to oppose the application for dispensation, and, if you do, please just make you submit this by 8 November.

Please let me know if there's anything related to these queries that you would like to incorporate.

Kind Regards,

Ciaran Maguire

Head of Home Ownership Services

Economy Department

Hammersmith & Fulham Council

020 8753 4500

service.charges@lbhf.gov.uk

www.lbhf.gov.uk

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Strategic Director of Finance: Sukvinder Kalsi

From: Karl Steidl <ksteidl@yahoo.com>

Sent: Tuesday, October 22, 2024 5:52 PM

To: Sharland John: H&F <John.Sharland@lbhf.gov.uk>;

Subject: Response

You don't often get email from ksteidl@yahoo.com. [Learn why this is important](#)

Leaseholder Reply From



Case Reference:
LON/00AN/LDC/2024/0502

Various properties in
Hammersmith & Fulham

ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO
THE APPLICATION

If you do object please complete and return this form to:


The First-tier Tribunal Property Chamber (Residential Property) by **email** to:
London.RAP@justice.gov.uk

And send a copy to the landlord's representative
Mr John Sharland Address: Town Hall, King Street, London W6 9JU

Email address: john.sharland@lbhf.gov.uk

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	X
Do you wish to request an oral hearing?	<input type="checkbox"/>	X
Name address of any spokesperson or representative appointed for the leaseholder:		

Please also complete the details below:

Date:	22 Oct 24
Signature (can be digital):	
Print Name:	Karl Steidl
Address of affected property:	15 1 st and 2 nd floor Crookham rd
Your correspondence address (if different):	Close End Hardwick Close Oxshott KT22 0HZ
Telephone:	0789591619
Email:	ksteidl@yahoo.com

From: Service Charges: H&F
Sent: 24 October 2024 14:35
To: naresh.shah@hotmail.com
Subject: Re: Latest Position on H&F Application to First-Tier Tribunal for Dispensation (Communal Energy Procurement)
Attachments: FTT Application (Communal Energy Procurement).pdf; FTT Application Grounds for Dispensation (Communal Energy Procurement).pdf; FTT Directions (Communal Energy Procurement).pdf; Leaseholder Reply Form (Communal Energy Procurement).docx
Importance: High

Dear Naresh,

Thank you for your reply to the First Tier Tribunal Directions.

If you review the FTT directions, which was attached, we have sent you the documents directed by the First Tier Tribunal.

Those did however also include an express direction not to include the names or addresses of any respondents that were appended to the original application. We therefore will not be sharing that information.

However, you are welcome to submit your thoughts on the merits of our application for dispensation.

Please contact me should you have any further concerns.

Kind regards,

Vernishia Awatefe

Leasehold Major Works Team Leader

Place Services

Hammersmith & Fulham Council

020 8753 4500

0800 840 4501

service.charges@lbhf.gov.uk

www.lbhf.gov.uk

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Strategic Director of Finance: Sukvinder Kalsi

From: Naresh Shah <naresh.shah@hotmail.com>

Sent: 23 October 2024 13:24

To: Service Charges: H&F <service.charges@lbhf.gov.uk>

Subject: Re: Latest Position on H&F Application to First-Tier Tribunal for Dispensation (Communal Energy Procurement)

Thank you for your email enclosing copies of FTT applications and Request for FTT directions. None of these however enclosed copies of Annexures/relevant enclosures mentioned as attached with both the relevant Application and Directions.

Can you please send me these enclosures so I can understand extent to which and for whom this actually applies and are relevant.

Thank you

Naresh Shah
Leaseholder
Flat 3, Elizabeth House
Queen Caroline Street
London W6 9RB

Sent from my iPhone

On 22 Oct 2024, at 16:57, Service Charges: H&F <service.charges@lbhf.gov.uk> wrote:

H&F ENERGY PROCUREMENT 2025-2030

Dear homeowner,

On 6 August 2024 we wrote to you about our plans to enter into a new contract for the procurement of energy to power our communal installations in our housing stock around the borough. This will supply the electricity that powers elements such as communal lights, estate lights, lifts, door entry systems, and fire alarms, and the gas used in communal heating systems.

In that notice, we explained that we would normally conduct two stages of consultation before entering into contract.

However, the energy market moves at a pace that makes the second phase very difficult to comply with. The energy market is volatile which means the prices proposed at the start of a fixed consultation period will not be the same as the rates available by the end. We also intend to use an existing framework that has already been created to source our gas and electricity. Joining this existing framework will enable us to buy gas and electricity on the best possible terms.

We have therefore applied to the First-Tier Tribunal for release from the second phase of consultation. You can find out more about our application here:
www.lbhf.gov.uk/energy2025

In applying for dispensation, the Tribunal has issued Directions on next steps.

In accordance with those Directions, I have attached a copy of:

1. Our Application to the Tribunal (including our Grounds for Dispensation)
2. The Tribunal's Directions

If you **do not oppose** the application for dispensation, **no further action is necessary**. You can simply retain this email for information.

However, if you would like to **oppose** the application, please complete the attached 'Leaseholder Reply Form (Communal Energy Procurement)' and send it by email to both our representative, John Sharland, on john.sharland@lbhf.gov.uk and to the Tribunal at London.Rap@justice.gov.uk. You should also send us a statement to explain why you oppose the application. This should include copies of any documents you wish to rely upon. The accompanying statement can be sent by email or by post. If you'd prefer to send it by post, you should address it to John Sharland, Legal Services at Town Hall, King Street, London W6 9JU. Please note that the Leaseholder Reply Form and your statement must be submitted by **8 November 2024**.

After 8 November 2024, we will prepare a digital, indexed, and paginated bundle of all relevant documents for use in the determination of the application. This will contain all the documents upon which we intend to rely, the application form, these and any subsequent Directions, copies of any replies from leaseholders, and any relevant correspondence with the Tribunal. We will upload this bundle to our dedicated webpage by **22 November 2024**. This will be available to all, although we will also write specifically to anyone who has opposed the application to provide a link.

I hope this is clear but please contact us on service.charges@lbhf.gov.uk if you have any further queries.

Kind Regards,

Vernishia Awatefe


Leasehold Major Works Team Leader
Economy Department
Hammersmith & Fulham Council
020 8753 4500
service.charges@lbhf.gov.uk
www.lbhf.gov.uk

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Strategic Director of Finance: Sukvinder Kalsi



From: stefania vati <stefaniavati@gmail.com>
Sent: 28 October 2024 11:28
To: Sharland John: H&F; London.Rap@justice.gov.uk
Subject: Latest Position on H&F Application to First-Tier Tribunal for Dispensation (Communal Energy Procurement)
Attachments: Leaseholder Reply Form (Communal Energy Procurement).docx

 You don't often get email from stefaniavati@gmail.com. [Learn why this is important](#)

Good morning,

With this email and its attachment I would like to oppose the current application as it is not necessary as I have not experienced any issues with the energy supply.

Thank you

Best
Stefania

Leaseholder Reply From

Case Reference: LON/00AN/LDC/2024/0502
Various properties in Hammersmith & Fulham

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The First-tier Tribunal Property Chamber (Residential Property) **by email** to:
London.RAP@justice.gov.uk

And send a copy to the landlord's representative
Mr John Sharland Address: Town Hall, King Street, London W6 9JU

Email address: john.sharland@lbhf.gov.uk

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	X
Do you wish to request an oral hearing?	<input type="checkbox"/>	X
Name address of any spokesperson or representative appointed for the leaseholder:	Mr John Sharland Address: Town Hall, King Street, London W6 9JU	

Please also complete the details below:

Date:	28/10
Signature (can be digital):	Stefania Vati
Print Name:	STEFANIA VATI
Address of affected property:	261 Sullivan court, Broomhouse lane SW63DW
Your correspondence address (if different):	
Telephone:	07402080038
Email:	stefaniavati@gmail.com

From: Service Charges: H&F
Sent: 31 October 2024 17:36
To: stefaniavati@gmail.com
Cc: Service Charges: H&F
Subject: FW: 261 Sullivan Court, Peterborough Road, London, SW6 3DW [Oct-457]
Attachments: FTT Application (Communal Energy Procurement).pdf; FTT Application Grounds for Dispensation (Communal Energy Procurement).pdf; FTT Directions (Communal Energy Procurement).pdf; Leaseholder Reply Form (Communal Energy Procurement).docx

Dear Stefania,

Thank you for your email.

It's not in relation to works, it's our plans to enter a new contract for the procurement of energy.

We have applied for dispensation and wanted to update you where we are with the application.

Should you have any further queries, please don't hesitate to get in touch.

Kindest Regards,

Ashley McAllister

Leasehold Major Works officer.

Hammersmith & Fulham Council

0800 840 4501

service.charges@lbhf.gov.uk

www.lbhf.gov.uk

Report a repair on 0800 023 4499 or housing.repairs@lbhf.gov.uk



From: stefania vati <stefaniavati@gmail.com>

Sent: 24 October 2024 12:07

To: Service Charges: H&F <service.charges@lbhf.gov.uk>

Subject: Fwd: Latest Position on H&F Application to First-Tier Tribunal for Dispensation (Communal Energy Procurement)

Thank you Vernishia for your email and I have a few questions.

I bought the flat where I am living in Sullivan court end of August and I was not aware of the below.

Could you please clarify the cost and timing of the works you are planning to do?

What if I oppose? I am actually happy with how things are now.

Thank you

Best

Stefania

----- Forwarded message -----

From: **Service Charges: H&F** <service.charges@lbhf.gov.uk>

Date: Tue, Oct 22, 2024 at 5:37 PM

Subject: Latest Position on H&F Application to First-Tier Tribunal for Dispensation (Communal Energy Procurement)

To: Service Charges: H&F <service.charges@lbhf.gov.uk>

Cc: Service Charges: H&F <service.charges@lbhf.gov.uk>

H&F ENERGY PROCUREMENT 2025-2030

Dear homeowner,

On 6 August 2024 we wrote to you about our plans to enter into a new contract for the procurement of energy to power our communal installations in our housing stock around the borough. This will supply the electricity that powers elements such as communal lights, estate lights, lifts, door entry systems, and fire alarms, and the gas used in communal heating systems.

In that notice, we explained that we would normally conduct two stages of consultation before entering into contract.

However, the energy market moves at a pace that makes the second phase very difficult to comply with. The energy market is volatile which means the prices proposed at the start of a fixed consultation period will not be the same as the rates available by the end. We also intend to use an existing framework that has already been created to source our gas and electricity. Joining this existing framework will enable us to buy gas and electricity on the best possible terms.

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- The Tribunal's Directions

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However, if you would like to **oppose** the application, please complete the attached 'Leaseholder Reply Form (Communal Energy Procurement)' and send it by email to both our representative, John Sharland, on john.sharland@lbhf.gov.uk and to the Tribunal at London.Rap@justice.gov.uk. You should also send us a statement to explain why you oppose the application. This should include copies of any documents you wish to rely upon. The accompanying statement can be sent by email or by post. If you'd prefer to send it by post, you should address it to John Sharland, Legal Services at Town Hall, King Street, London W6 9JU. Please note that the Leaseholder Reply Form and your statement must be submitted by **8 November 2024**.

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I hope this is clear but please contact us on service.charges@lbhf.gov.uk if you have any further queries.

Kind Regards,

Vernishia Awatefe

Leasehold Major Works Team Leader

Economy Department

Hammersmith & Fulham Council

020 8753 4500

service.charges@lbhf.gov.uk

www.lbhf.gov.uk

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Strategic Director of Finance: Sukvinder Kalsi



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To sign up for regular news updates, please go to www.lbhf.gov.uk/newsupdates

If you have received this email in error, please delete it and tell the sender as soon as possible. You should not disclose the contents to any other person or take copies.

From: Service Charges: H&F
Sent: 01 November 2024 11:18
To: annamcneela3@hotmail.com
Cc: Service Charges: H&F
Subject: RE: 310 Sullivan Court, Peterborough Road, London, SW6 3DA [Oct-404]
Attachments: FAQs.pdf

Dear Anna,

Thank you for your enquiry regarding the FTT Directions about the Energy consultation.

Please see the FAQs attached which should answer most of your questions.

However, if it does not suffice, please contact:

Kalpana Saini Kal.Saini@lbhf.gov.uk 07776672691 - Who is available to address your concerns.
Please note that Kal is out of the office from Monday 4/11/2024 to Wednesday 6/11/2024.

If you have any other leasehold queries, please do not hesitate to contact me.

Kind regards,

Vernishia Awatefe
Leasehold Major Works Team Leader
Place Services
Hammersmith & Fulham Council
020 8753 4500
0800 840 4501
service.charges@lbhf.gov.uk
www.lbhf.gov.uk
Report a repair on 0800 023 4499 or housing.repairs@lbhf.gov.uk Strategic Director of Finance:
Sukvinder Kalsi

-----Original Message-----

From: Anna McNeela <annamcneela3@hotmail.com>
Sent: 22 October 2024 19:16
To: Service Charges: H&F <service.charges@lbhf.gov.uk>
Subject: Please advise further

Good evening

I am new to lease holding and I would like the wordy legal jargon explaining in simplistic terms so I fully understand what I am entering into.

Many thank

Anna

Sent from

FREQUENTLY ASKED QUESTIONS AND ANSWERS

ENERGY PROCUREMENT CONTRACTS GAS & ELECTRICITY 2025-2030

1.0 WHY DOES LONDON BOROUGH OF HAMMERSMITH HAVE TO RENEW THEIR COMMUNAL LANDLORD CONTRACTS FOR GAS AND ELECTRICITY?

A new procurement is required again for the Council's call-off contract for gas and electricity, which is currently with LASER (Our approved purchasing body under Public Contract Regulations 2015) expiring on 31st March 2025.

2.0 LENGTH OF CONTRACT

LBH&F aims to secure value for money and to secure a new 5-year call-off contract, with the option to continue under a rolling forward buying arrangement up to 31st March 2030 and be in line with the council's 2030 Carbon commitment.

2.0 WHAT ARE THE KEY FACTORS LBH&F WILL CONSIDER AS PART OF THIS PROCURMENT

The key factors for an effective energy procurement which are being considered for this decision is best value, excellent customer service, accurate quality reporting, and any additional services for ensuring that the decision made is ruthlessly financially efficient.

3.0 FUTURE ENERGY COST

Future energy costs are forecast to increase over time due to energy being a volatile commodity and year-on-year fluctuations are highly probable in commodity and non- commodity costs, so it is essential that LBH&F have an energy procurement strategy in place to manage these future risks.

5.0 WHAT HAS THE COUNCIL DONE SO FAR

Over the past several months, LBH&F has considered various procurement options and strategies through reviewing energy contract frameworks, attending specialist energy management workshops, and benchmarking events. Different energy procurement options are being evaluated based on the above key factors.

LBH&F are in the process of identifying the most effective energy procurement.

LBH&F also joined a collaborative working amongst councils, called the London Energy Partnership Project (LEPP). LEPP was formed with the support of a consultancy service called Cornwall Insight to deliver its energy options appraisal for an informative decision and benchmarking against the energy market and other energy organisation.

Cornwall Insight is an energy industry recognised and respected market intelligence expert and analyst. Cornwall Insight will include ongoing insight, on the broker market, commercial assurance, and ongoing value for money assessments to support parties' energy buying decisions.

The Council are now reviewing all the information to form a decision on the best energy management contracts, for our residents and the Council.

6.0 HOW WILL THE COUNCIL AND LEASEHOLDERS KNOW WE ARE GETTING VALUE FOR MONEY?

The Council will carry out a value for money cost assessment through expenditure. It will be a measurement of proposal costs and impacts and consideration of risks and uncertainties to provide confidence in the assessment.

7.0 HOW IS THE COUNCIL GOING TO INVOLVE LEASEHOLDERS IN DECIDING ON THE CONTRACT

Long-term agreements for services are usually subject to statutory consultation across two stages.

However, the speed the energy market moves means it is difficult to follow the full consultation process.

We therefore intend to publish notice of our plans and the impact it will have on leaseholders through a dedicated webpage.

We also intend to carry out the first stage of consultation with homeowners and, concurrently, ask the First Tier Tribunal to grant us release from consulting across a second stage. This will give us the flexibility to enter into contract at the most opportune moment.

Lessees will be kept informed and have the opportunity to submit observations to both the Council or the Tribunal.

From: Service Charges: H&F
Sent: 01 November 2024 11:20
To: pdhutchison431@hotmail.com
Cc: Service Charges: H&F
Subject: RE: 158 Cheesemans Terrace, London, W14 9XR- Latest Position on H&F Application to First-Tier Tribunal for Dispensation (Communal Energy Procurement) [Oct-403]

Dear Ms Hutchinson,

Thank you for your enquiry raised regarding risks involved in LBH&F signing into long term contracts when the market is so volatile. This would certainly be risky if we were going down the Fixed Pricing route. However as LBH&F choose the strategy of flexible pricing, this mitigates all market risk and actually signing into a longer-term contract has more benefits.

Below is an understanding of how flexible purchasing works, as this should help settle the concerns you have kindly raised.

Fixed Contracts

A fixed contract, means LBH&F will sign into for a certain period of time, anything from 1-5 years. On the date of signature, the supplier will be purchasing the energy needs for the full term of the contract on that particular day at whatever the rate is. This is more high risk, especially in a volatile market. It requires a lot of guesswork and trying to lock away energy using best thoughts on whether the market is low or high. The truth is no one knows when the markets are going up or going down. LBH&F may end up locking away all our energy needs on a "low day" and then really see the benefit over the remaining years of the contract, or most likely LBH&F will commit to a price and then the market could drop, and we would have committed to purchasing all your energy at a higher rate.

Flexible Contracts

Flexible contracts work differently, there are various strategies that can be used to try and mitigate market highs. LASER follow a Purchase in Advance (PIA) style strategy which allows them to purchase all future energy needs on various days across the length of the contract. With the best intentions of avoiding the market highs but also trying to capture any market lows. Rather than purchase 100% of the required volume on 1 day, Laser split the trades up and make up to around 800 trades over the course of multiple years to try and spread the risk. The benefit of signing into a contract like this, is that it allows LASER to spread the risks over a longer period of time. (This is the option LBH&F take to mitigate all risks)

With reference to "cancel" or leave the contract, once the contract has started, LBHF is committed to the full 5 years, so it would not be possible for resident to cancel the contract. The only way to leave the contract would be in the event of a change of occupancy or tenancy to a site in question, where the responsibility for the site changes. At this point, LASER would follow the Change of Occupancy or Change of Tenancy process.

Hope the above information helps answer your concerns, if you have any further queries please feel free to make contact.

Kind regards
Kal

KAL Saini (She/Her)
Utilities & Commercial Properties Manager (The Economy Department)
Finance and Governance

LB Hammersmith & Fulham Council
145 King Street
Hammersmith, London W6 9JT
Web: www.lbhf.gov.uk
Email: kal.saini@lbhf.gov.uk
020 8753 1910
07904604307

From: Pauline Hutchison <pdhutchison431@hotmail.com>
Sent: 22 October 2024 17:58
To: Service Charges: H&F <service.charges@lbhf.gov.uk>
Cc: Michael Gannon <mgannon1951@gmail.com>; Doreen Woodley <dwoodley60@gmail.com>; Debbie Golt <outerlobe@yahoo.co.uk>; Joachim Schimpf <chim59@googlemail.com>; Joe Steinhardt <joesteinhardt@hotmail.com>
Subject: Re: Latest Position on H&F Application to First-Tier Tribunal for Dispensation (Communal Energy Procurement)

Thanks for your e mail and I have no re objection to what you are proposing to do in fact as part of my consultation remarks I did think entering into a long term contract didn't seem wise given the volatility in the market. I am sure other people would have made similar comments.

Will there be a charge for cancelling the contract?

Pauline Hutchison

Sent from [Outlook for Android](#)

From: Service Charges: H&F <service.charges@lbhf.gov.uk>
Sent: Tuesday, October 22, 2024 4:54:08 PM
To: Service Charges: H&F <service.charges@lbhf.gov.uk>
Cc: Service Charges: H&F <service.charges@lbhf.gov.uk>
Subject: Latest Position on H&F Application to First-Tier Tribunal for Dispensation (Communal Energy Procurement)

H&F ENERGY PROCUREMENT 2025-2030

Dear homeowner,

On 6 August 2024 we wrote to you about our plans to enter into a new contract for the procurement of energy to power our communal installations in our housing stock around the borough. This will supply the electricity that powers elements such as communal lights, estate lights, lifts, door entry systems, and fire alarms, and the gas used in communal heating systems.

In that notice, we explained that we would normally conduct two stages of consultation before entering into contract.

However, the energy market moves at a pace that makes the second phase very difficult to comply with. The energy market is volatile which means the prices proposed at the start of a fixed consultation period will not be the same as the rates available by the end. We also intend to use an existing framework that has already been created to source our gas and electricity. Joining this existing framework will enable us to buy gas and electricity on the best possible terms.

We have therefore applied to the First-Tier Tribunal for release from the second phase of consultation. You can find out more about our application here: www.lbhf.gov.uk/energy2025

In applying for dispensation, the Tribunal has issued Directions on next steps.

In accordance with those Directions, I have attached a copy of:

- Our Application to the Tribunal (including our Grounds for Dispensation)
- The Tribunal's Directions

If you **do not oppose** the application for dispensation, **no further action is necessary**. You can simply retain this email for information.

However, if you would like to **oppose** the application, please complete the attached 'Leaseholder Reply Form (Communal Energy Procurement)' and send it by email to both our representative, John Sharland, on john.sharland@lbhf.gov.uk and to the Tribunal at London.Rap@justice.gov.uk. You should also send us a statement to explain why you oppose the application. This should include copies of any documents you wish to rely upon. The accompanying statement can be sent by email or by post. If you'd prefer to send it by post, you should address it to John Sharland, Legal Services at Town Hall, King Street, London W6 9JU. Please note that the Leaseholder Reply Form and your statement must be submitted by **8 November 2024**.

After 8 November 2024, we will prepare a digital, indexed, and paginated bundle of all relevant documents for use in the determination of the application. This will contain all the documents upon which we intend to rely, the application form, these and any subsequent Directions, copies of any replies from leaseholders, and any relevant correspondence with the Tribunal. We will upload this bundle to our dedicated webpage by **22 November 2024**. This will be available to all, although we will also write specifically to anyone who has opposed the application to provide a link.

I hope this is clear but please contact us on service.charges@lbhf.gov.uk if you have any further queries.

Kind Regards,

Vernishia Awatefe

Leasehold Major Works Team Leader

Economy Department

Hammersmith & Fulham Council

020 8753 4500

service.charges@lbhf.gov.uk

www.lbhf.gov.uk

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