

**THE ANSTRUTHER KENSINGTON
ESTATE**

ESTATE MANAGEMENT SCHEME

**“the Scheme Area” for the purposes of this Scheme is
“the Thurloe Trust Estate” and “the Thurloe Estate”
as hereinafter defined**

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THE ANSTRUTHER KENSINGTON ESTATE
SCHEME OF MANAGEMENT UNDER THE LEASEHOLD
REFORM, HOUSING AND URBAN DEVELOPMENT ACT 1993

1. Definitions

In this Scheme the following expressions shall have the following meanings namely:

“the Scheme Area”	that portion of the Estate identified on the front page of this Scheme
“the Existing Enfranchised Properties”	2 3 4 8 and 10 Thurloe Close, 8 North Terrace, 6 8 9 10 11 12 13 15 17 and 18 Alexander Place, 2 3 4 5 6 8 9 12 14 19 20 and 25 South Terrace, 22 and 23 Alexander Square
“the 1967 Act”	Leasehold Reform Act 1967 as amended
“the 1993 Act”	Leasehold Reform, Housing and Urban Development Act 1993
“the Plan”	the Plan annexed hereto
“the Estate”	comprises four separate areas being (1) the Alexander Trust Estate (2) the Thurloe Trust Estate (3) the Thurloe Estate and (4) The Thurloe Close Estate
“the Thurloe Close Estate”	that portion of the Estate shown hatched black on the Plan (including any vaults existing beneath pavement level), the freehold being vested in Bircham & Co. Nominees (No. 2) Limited and James William Dolman (save in respect of the Existing Enfranchised Properties)
“the Alexander Trust Estate”	that portion of the Estate shown edged red on the Plan (including any vaults existing beneath pavement level), the freehold being vested in

	Bircham & Co. Nominees (No. 2) Limited and James William Dolman (save in respect of the Existing Enfranchised Properties)
“the Thurloe Trust Estate”	that portion of the Estate shown edged green on the Plan (including any vaults existing beneath pavement level), the freehold being vested in Bircham & Co Nominees (No. 2) Limited and James William Dolman
“the Thurloe Estate”	that portion of the Estate shown edged blue on the Plan (including any vaults existing beneath pavement level)
“Ian Fife Campbell Anstruther”	means IAN FIFE CAMPBELL ANSTRUTHER and his successors in title or other the person or persons in whom for the time being is vested the freehold of the Thurloe Estate
“The Landlord”	Bircham & Co. Nominees (No. 2) Limited James William Dolman and Ian Fife Campbell Anstruther but as the freehold titles of this Estate are vested in different bodies or persons in respect of different areas formerly forming part of the Estate then as regards each such area the expression “the Landlord” shall mean either Bircham & Co Nominees (No. 2) Limited and James William Dolman or Ian Fife Campbell Anstruther in whom such freehold title over such area is then vested and the expression “the Estate” shall mean that area
“The Landlord’s Surveyor”	Messrs Cluttons of 48 Pelham Street London SW7 or any replacement thereof
“enfranchisement”	the acquisition of the freehold of any part of the Estate from either the Bircham & Co Nominees (No. 2) Limited and James William Dolman or Ian Fife Campbell Anstruther whether acquired

	pursuant to Part I of the 1967 Act or pursuant to Chapter I of Part I of the 1993 Act or otherwise whether or not the person so acquiring the freehold shall have been entitled to a leasehold interest in such part of the Estate
“unenfranchised property”	any part of the Estate which for the time being shall not have been subjected to enfranchisement
“enfranchised property”	any property forming part of the Estate which shall have been subjected to enfranchisement or which is one of the Existing Enfranchised Properties
“Leaseholder”	a lessee of any property under a lease having an initial term of 21 years or more
“Leaseholders”	has a corresponding meaning
“Owner”	every person (other than a mortgagee not in possession) who from time to time is in occupation of or holds an interest in an enfranchised property save that for the purpose of Paragraphs 1 and 6 (repairs) 7 (insurance) 8 (reinstatement) 9 and 10 (contribution to common expenditure) of the Second Schedule and for the purposes of the Fourth Schedule the expression “Owner” shall only include a person holding an interest in an enfranchised property which is either freehold or if leasehold was granted for a term certain of 7 years or more
“Owners”	has a corresponding meaning
“the date of enfranchisement”	the date of the conveyance or transfer whereby the freehold of an enfranchised property was acquired by enfranchisement or in the case of the Existing Enfranchised Properties the date of approval of this Scheme by the Leasehold Valuation Tribunal
“Blocks of Property”	One the following:- 7-11 (inclusive) North Terrace

	5-20 (inclusive) Alexander Square
	{21-24 (inclusive) Alexander Square
	{and 1-33 odd and 2-22 even South Terrace
	1-21 odd and 2-22 even Alexander Place
	9-33 (inclusive) Thurloe Square
	34-49 (inclusive but excluding 45 and 46) Thurloe Square
	{18-21 Thurloe Place and 1-11 Thurloe Street odd
	{and 12-16 Thurloe Place and Amberwood House
	{and Thurloe Lodge
	1-10 (inclusive) Thurloe Close
“Block Representative”	A Representative appointed by more than fifty percent (50%) of the Owners and Leaseholders of properties included in one of the Block of Properties.

2. Application and enforceability of Scheme

- 2.1 This Scheme shall apply to each enfranchised property within the Scheme Area as from the date of enfranchisement and shall be enforceable by the Landlord against all Owners thereof as if such persons had covenanted with the Landlord to be bound by the Scheme
- 2.2 The Landlord shall observe where it does not conflict with the terms of any leases or licences existing at the date of the registration of the Scheme previously granted by the Landlord the obligations of an Owner under this Scheme with regard to those freehold properties which are owned by the Landlord.
- 2.3 An Executive Committee shall be established as provided in the Sixth Schedule hereto to enable the Owners and Leaseholders of the unenfranchised property to participate in and to discuss and to be consulted by the Landlord (or the Landlord’s Surveyor) as set out in this Scheme and all proper expenses reasonably incurred by the Executive

Committee shall (in default of payment by any other persons or body) be met by all the Owners in equal shares and shall be recoverable by the Executive Committee as a debt due from the Owners

3. Provision for unpaid sums payable to the Landlord under the Scheme to become charged on property

3.1 All sums payable to the Landlord by an Owner under any of the provisions of this Scheme which shall not have been paid to the Landlord before the expiration of 28 days after the Landlord shall have notified the amount thereof in writing to the Owner by whom the same are payable and demanded payment thereof shall be a charge on the enfranchised property enforceable as mentioned in sub-section (3) of Section 69 of the 1993 Act and shall bear interest at the rate of 2% per annum above the base lending rate of The Royal Bank of Scotland plc from time to time in force from the expiration of the said period of 28 days until the date of actual payment thereof provided that if there should for any reason cease to be a base lending rate of The Royal Bank of Scotland plc or if the basis on which interest is currently charged under this sub-clause becomes unworkable the question of the basis upon which interest is henceforth to be charged under this sub-clause shall be referred to a person (not necessarily being a surveyor and acting as an expert and not as an arbitrator) appointed on the application of the Landlord by the President of the Royal Institution of Chartered Surveyors who shall have regard to the terms of the previous basis and the circumstances then prevailing and the basis prescribed by the said person shall thenceforth be substituted for the previous basis and in the event of there being a dispute as to whether such base lending rate has ceased to be or as to whether such basis of charging interest has become unworkable such dispute shall similarly be referred

3.2 Provided that any such charge and the powers of the Landlord for enforcing the same shall be postponed and take effect in all respects subject to any mortgage or charge affecting an enfranchised property or any part thereof which has been or shall have been created before such

charge under this clause has arisen and has been registered under the Land Registration Act 1925 or made the subject of a Notice or Caution thereunder

4. Provisions as to change of ownership

A photographic or other certified copy of every instrument of Transfer or appropriate office copy entry of the title registered at H M Land Registry, or any grant of probate, letters of administration or order of the court affecting the title to the freehold estate in an enfranchised property, shall be produced to The Landlord's Solicitors within one month of any such event affecting the said freehold estate. The Landlord's Solicitors shall be entitled to charge a reasonable fee for the registration of the same (and for the purposes of determining what is a reasonable fee the sum of £20.00 plus Value Added Tax thereon shall be deemed to be a reasonable fee as at the date of this Scheme coming into force). Pending production of any such document and payment of the said fee the landlord shall be entitled (without prejudice to its rights against the new freehold owner) to continue to treat the former freehold owner as the freehold owner of the enfranchised property and to claim from the former freehold owner any costs or expenses incurred as a result of this clause not being complied with.

5. Provisions as to termination and variation of Scheme and transfer of Landlord's powers and rights

5.1 If a change of circumstances makes it appropriate an application may be made to the Leasehold Valuation Tribunal to terminate or vary all or any of the provisions of this Scheme by the Landlord or an Owner but, in either case, only if there shall have been a majority vote at a meeting of Owners and Leaseholders called by the Executive Committee consenting to such application

5.2 Subject to prior approval of the Executive Committee (which shall not be unreasonably withheld or delayed) or of the Leasehold Valuation Tribunal the Landlord may at any time transfer all or any of the powers and rights

conferred by the Scheme on the Landlord to a body constituted for the purpose or other body or to a local authority

6. Notices

- 6.1 Any notice under the Scheme shall be in writing and may be served on the person on whom it is to be served either personally or by leaving it for him at his last known place of abode in England and Wales or by sending it through the post in a registered letter or by recorded delivery post addressed to him there or (in the case of an Owner) by leaving the same for him at or affixing the same to his enfranchised property or in the case of a limited company by sending it as aforesaid to its registered office
- 6.2 Any notice to the Owner shall be sufficient notwithstanding that any person to be affected by the notice is absent or under disability
- 6.3 Service of any notice sent by post hereby authorised shall be deemed to have been made on the day following that on which it was posted unless the notice is returned through the Post Office undelivered

7. Owner's obligations

In order that the Landlord may regulate the development use and appearance of the Estate an Owner shall in respect of his enfranchised property observe and comply with the restrictions and regulations set out in the First and Second Schedules hereto respectively

8. Landlord's right to carry out works in default

- 8.1 Except in case of emergency the Landlord shall not exercise its right of entry under sub-clause 8.2 without prior consultation with the Executive Committee

8.2 In the event of an Owner not having duly complied with any of the regulations set out in Paragraphs 1 2 8 and 9 of the Second Schedule hereto (“the repairing obligation”) the Landlord may serve upon him notice in writing specifying any works of maintenance repair renewal reinstatement replacement or painting or other acts necessary to be done and which he shall by the repairing obligation be required to do and requiring him forthwith to execute the same and if he shall not within two calendar months of the service of such notice upon him or such reasonable time as the Landlord shall specify in such notice (or immediately in case of emergency) commence and thereafter proceed diligently with the execution of such works he shall permit the Landlord to and the Landlord shall hereby be empowered (but not obliged) to enter upon his enfranchised property and execute such works (notwithstanding that the carrying out of such works in a reasonable and proper manner may cause temporary obstruction annoyance or inconvenience to the Owner or others) at the expense of the Owner

9. Landlord’s obligations

For the benefit of an Owner and his enfranchised property the Landlord shall do and perform the acts specified in the Third Schedule hereto. In fulfilling its obligations the Landlord shall take account of the views of the Executive Committee

10. Provisions relating to communal gardens

The provisions set out in the Fourth Schedule hereto shall apply in respect of some of the enfranchised property as set out therein

11. Provisions relating to certain roadways

The provisions set out in the Fifth Schedule hereto shall apply in relation to every enfranchised property situated in Alexander Square and Thurloe Close and Amberwood House and Thurloe Lodge as set out therein

12. Landlord's co-operation

If the Landlord consists of two or more different bodies or persons the said bodies and persons shall co-operate and agree on how the rights, obligations and functions of the Landlord under this Scheme are to be performed but in default of such agreement shall apply to the Leasehold Valuation Tribunal for directions

THE FIRST SCHEDULE TO THE SCHEME **Restrictions applicable to enfranchised properties**

1. Provisions as to user

1.1 Except where an enfranchised property shall have been so used immediately before the date of enfranchisement with the written consent of the Landlord:

- (a) No enfranchised property which comprises a house shall be used otherwise than for residential purposes in single family occupation only which shall include the family's domestic staff and not for any trade business or any other purpose
- (b) No self-contained flats within an enfranchised property which comprises self-contained flats (with or without other property) shall be used otherwise than for residential purposes in single family occupation only
- (c) No enfranchised property shall be used as a hotel guest house boarding house or rooming house

1.2 In any case where an enfranchised property has been used immediately before the date of enfranchisement for a purpose inconsistent with the provisions of sub-paragraphs (a) (b) and (c) of Paragraph 1.1 of this Schedule with the written consent of the Landlord then such property may be used only:

(i) In accordance with such written consent or

(ii) In accordance with paragraphs (a) and (b) of Paragraph 1.1 of this Schedule as the case may be

And for the avoidance of doubt subject to sub-paragraph (i) of this Paragraph 1.2 sub-paragraph (c) of Paragraph 1.1 of this Schedule shall apply to such enfranchised property

1.3 Subject as aforesaid no enfranchised property shall be used for any purpose whatsoever other than that for which it could lawfully have been used immediately before the date of enfranchisement except with the prior written consent of the Landlord (such consent not to be unreasonably withheld)

1.4 No auction shall be held upon an enfranchised property

1.5 No enfranchised property shall be used for any illegal or immoral purpose

2. Provisions as to nuisance etc.

2.1 Nothing shall be done upon an enfranchised property or any part thereof which shall be or may become a nuisance damage annoyance or inconvenience to the Owners of any adjoining or neighbouring properties or which the Landlord shall reasonably consider to be detrimental to the neighbourhood

- 2.2 No dangerous offensive explosive or inflammable substance shall be brought onto or allowed to remain upon an enfranchised property provided that fuel required for domestic heating shall not be prohibited by virtue of this restriction
- 2.3 No recorded or other music shall be played upon an enfranchised property between the hours of 11.00 p.m. and 8.00 a.m. so as to be audible outside the enfranchised property and (without prejudice to the general effect of Paragraph 2.1 of this Schedule) at no time shall music be played at such volume as to be an annoyance to adjoining occupiers

3. Alterations

- 3.1 No alteration shall be made to the external appearance of any building or structure for the time being on an enfranchised property and no new or additional building or structure shall be built or erected thereon without the written consent of the Landlord which shall not be unreasonably withheld
- 3.2 Without prejudice to the Landlord's right to refuse such approval before or as a term of giving such approval the Landlord may:
- (a) require the submission of drawings specifications and details of the proposed works
 - (b) impose such reasonable conditions for regulating the redevelopment use or appearance of the enfranchised property (including conditions relating to the time of commencement and completion of any works and the manner of carrying out the said conditions restricting the period of any authorised use and conditions calculated in the opinion of the Landlord to preserve or improve the character of the neighbourhood from the point of view of architecture landscaping or town planning) as the Landlord shall think fit

3.3 With prior advice all costs reasonably and properly incurred by the Landlord (including the fees of Surveyors Solicitors Architects Structural Engineers and other experts) in connection with the application for approval and the consideration thereof and the preparation of any necessary documentation whether the same shall be granted or not shall be borne and paid by the applicant

4. Further provisions to protect the appearance of the Estate

4.1 Except where any such name writing signboard plate placard or notice has been so placed or exhibited immediately before the date of enfranchisement with the written consent of the Landlord no name writing signboard plate placard or notice of any description (which without prejudice to the generality of the foregoing shall include an estate agent's board) shall be placed or exhibited on the exterior of or in the windows or lights or other parts of an enfranchised property

4.2 Where any name writing signboard plate placard or notice of any description was placed or exhibited on the exterior of or in the windows or lights or other parts of an enfranchised property immediately before the date of enfranchisement with the written consent of the Landlord then no other name writing signboard plate placard or notice of any description (which without prejudice to the generality of the foregoing shall include an estate agent's board) shall be placed or exhibited on the exterior of or in the windows or lights or other parts of an enfranchised property

4.3 No washing clothing linen or similar articles (other than curtains or blinds) shall be hung out or exposed outside an enfranchised property or inside so as to be visible from beyond its boundaries

4.4 No wires cables aerials satellite television dishes shall be attached to or erected or placed upon the front or side elevations of an enfranchised property

- 4.5 No window boxes burglar alarms or external lights shall be attached to or erected or placed upon the front or side elevations of an enfranchised property without the prior written consent of the Landlord except that the Landlord's consent will not be required in respect of window boxes burglar alarms or external lights installed prior to the date of approval of this Scheme
- 4.6 Without the prior consent of the Landlord (which shall not be unreasonably withheld) and such work to be carried out by an Arboricultural Association approved Contractor with N.C.H. Arb. qualification and in accordance with Statutory requirements no tree of any kind the circumference of the trunk of which equals or exceeds 25 centimetres at a height of 1.2 metres above ground level at any time growing on an enfranchised property shall be cut lopped topped injured felled destroyed or removed except that such consent will not be required in the case of emergency
- 4.7 No object or objects shall be placed on any balcony or flat roof of an enfranchised property in such a way as to overload the structure of any part or parts thereof and no article or articles shall be placed thereon which are in the reasonable opinion of the Landlord and the Executive Committee offensive

THE SECOND SCHEDULE TO THE SCHEME

Other Obligations of Owners

1. To Repair

At all times to maintain and when necessary repair renew and replace the exterior and the structure (including roofs and foundations) of all buildings from time to time on an enfranchised property and all other structures thereon (including boundary walls fences railings sewers drains and watercourses)

2. To maintain garden

To maintain the yard garden and grounds (if any) of an enfranchised property in good order and condition and not to fell or damage any trees the circumference of the trunk of which exceeds 25 centimetres at a height of 1.2 metres above ground level

3. To allow inspection

3.1 Except in case of emergency the Landlord shall not exercise its right of entry under sub-clause 3.2 without prior consultation with the Executive Committee

3.2 To permit the Landlord and all persons authorised by the Landlord upon (save where written notice is inappropriate) reasonable written notice and at reasonable times (but not more than twice a year unless in the meantime the Landlord has reasonable grounds for suspecting a breach of any of the provisions of this Scheme) to enter an enfranchised property or any part thereof for the purpose of ascertaining whether the Scheme is being complied with in respect of such property

4. To make good breaches

To make good any breaches of any restriction or obligation imposed in respect of his enfranchised property by the Scheme (of which notice shall have been given) as soon as reasonably practicable and in the event of the Owner being required to carry out works in order to comply with a notice served following an inspection pursuant to Paragraph 3 of this Schedule such notice shall be deemed to have been served pursuant to Clause 8 of this Scheme

5. To pay on demand costs of remedial works

To pay to the Landlord within fourteen days of demand all or any reasonable costs fees and expenses (including legal and surveyors' fees and other associated fees)

reasonably incurred by the Landlord pursuant to an exercise of the rights contained in Clause 8 of this Scheme in consequence of the failure of an Owner to comply with the regulations set out in Paragraphs 1 2 8 and 9 of this Schedule And all sums of money due from an Owner hereunder shall be recoverable by the Landlord together with the costs of such recovery as a debt due from an Owner to the Landlord

6. To acknowledge the Landlord's rights under Access to Neighbouring Land Act 1992

The Owner acknowledges that should the Landlord require access to the enfranchised property for the purpose of carrying out works to any adjoining property, and for that purpose to obtain access to the enfranchised property and should the Owner refuse entry upon the enfranchised property, the Landlord shall have the right to proceed against the Owner to enforce entry by making an application under the Access to Neighbouring Land Act 1992.

7. To insure

7.1 To insure and to keep insured all the buildings from time to time upon an enfranchised property against loss or damage by fire and such other risks as are usually covered by a Householder's comprehensive policy with any insurance office of good repute to the full reinstatement value (including Architects' and Surveyors' fees calculated on such cost at the current scale (if any) for the time being of the Royal Institute of British Architects and of the Royal Institution of Chartered Surveyors respectively or any successor body) and whenever required produce to the Landlord the policy (whether or not it be a block policy also covering other properties) and the receipt for the premium payable in respect thereof for the current year

7.2 If the Owner shall make any default under the preceding sub-clause it shall be lawful (but not obligatory) for the Landlord to insure the enfranchised property and the cost of so doing shall be recoverable by the Landlord from the Owner

8. To reinstate

- 8.1 If any building or structure upon an enfranchised property shall be destroyed or damaged by fire or other cause as soon as practicable to rebuild and repair or reinstate the said building or structure to the reasonable satisfaction of the Landlord such rebuilding repair or reinstatement to be upon the same plan and elevation as before the damage occurred or upon such other plans as shall have been previously approved in writing by the Landlord (such approval not to be unreasonably withheld) and in accordance with good building practice and to match the existing building and to apply all monies received under any insurance policy in so doing and if such monies be insufficient for such purposes to make good the deficiency
- 8.2 All reasonable Surveyors' fees and other charges and expenses which may be properly incurred by the Landlord in connection with any matter under the preceding sub-clause shall be recoverable by the Landlord from the Owner

9. To prepare for and pay for external painting

- 9.1 This Paragraph 9 shall only apply where an enfranchised property is within one of the areas edged red green or blue or hatched black on the Plan and where Owners and Leaseholders have not proceeded under Paragraph 9.5 hereof
- 9.2 Before the commencement of any external painting which the Landlord is required to carry out pursuant to the Third Schedule hereto to repair repoint renovate restore and make good all outside asphalted surfaces brickwork roughcast cementing stucco work leadwork pipework guttering joinery and railings on the enfranchised property including all glazing putties sashcords and carry out any other works of a like nature if and to the extent that such works are (in the opinion of the Landlord) required and if the Owner fails in whole or in part to carry out such external works

within one month of such requirement by the Landlord being communicated in writing to the Owner the Landlord shall upon such failure have the right (but shall not be obliged) to carry out all or any part or parts of the said external repair repointing renovation restoration making good (but not in any case making any improvements) or any other such works as hereinbefore mentioned and the Owner will pay to the Landlord all the costs and expenses incurred by the Landlord in carrying out such external works including all surveyors' and other fees reasonably incurred by the Landlord in connection therewith

9.3 To pay within fourteen days of the Owner receiving a copy of the Certificates of Interim Progress/Final Payment issued to the Contractor by the Landlord's Surveyors in respect of the work carried out to the Block such sums of money (including VAT and a proportion of the fees) required in respect of the repainting (and any incidental repairing) of the outside of the Owner's enfranchised property pursuant to the Third Schedule hereto including the Owner's proportion of the fees reasonably incurred by the Landlord in connection with the negotiation and supervision of the contract

9.4 To permit the Landlord and all persons authorised by the Landlord on reasonable notice such access to the enfranchised property as shall be necessary for the purpose of performing the functions referred to in this Paragraph 9

9.5 This Paragraph 9.5 shall only apply where an enfranchised property is within one of the Blocks of Property

9.5.1 The Landlord's Surveyor shall at no less than four yearly intervals (unless excessively inclement or other conditions dictate) consult and agree with the Block Representative a programme for re-painting the front (and where applicable the return frontages) of all or any houses in the aforementioned Blocks of Property

- 9.5.2 Upon agreement under 9.5.1 the Block Representative shall appoint and instruct a suitably qualified surveyor or architect (to be approved by the Landlord's Surveyor) to inspect the properties concerned, prepare a specification of work and obtain a minimum of three competitive tenders for that work
- 9.5.3 The aforementioned tenders, when received, to be submitted not only to the Owners and Leaseholders but also the Landlord's Surveyor who shall serve notices as if they were required under Section 20 of the Landlord and Tenant Act 1985 and the said notices shall thereafter be dealt with as if the Landlord and Tenant Act 1985 applied and the Owners were considered in every case as if they were leaseholders for this purpose
- 9.5.4 Before the commencement of any work or within the period of the contract the Owners (and Leaseholders under their existing Leases) comprising the Block shall repair repoint renovate restore and make good all outside asphalted surfaces brickwork rough casts cementing stucco work lead work pipe work joinery guttering and railings on the enfranchised property
- 9.5.5 The selected and approved contractor shall carry out the external painting and associated works in a good and workmanlike manner and under the direct supervision of the appointed Surveyor, the Block Representative being responsible for commissioning the work, all payments due to the contractor and the recovery or reimbursement of costs from the Owners and Leaseholders comprised in the Block

9.5.6 The painting referred to in paragraph 9.5.5 shall be carried out -

- (i) with priming coats and undercoats in accordance with good current practice and such good oil colour paint or such liquid or other substances and in accordance with such specifications and generally in such manner as the Landlord (or the Landlord's Surveyor) shall consider to be reasonably desirable having regard to the condition of the enfranchised property and all other relevant circumstances
- (ii) In accordance with a colour scheme then existing or such other colour or colours as the Landlord and the Executive Committee shall agree

10. To contribute towards maintenance of things used in common

At all times to contribute and pay a fair proportion of the costs charges and expenses incurred by the Landlord after prior consultation with the Executive Committee of making amending replacing maintaining rebuilding and cleaning all ways roads pavements gardens sewers drains pipes watercourses party-walls party-structures fences railings walls and other conveniences which may belong to or be used for the enfranchised property in common with other premises near to or adjoining the enfranchised property such proportion in case of difference to be settled by the Landlord's Surveyors (acting as experts and not as arbitrators) and paid by the Owner on demand and to keep the Landlord indemnified against all and any such costs and expenses

11. Payment of management costs

11.1 In this Paragraph "the Expenses" shall mean those management costs for which the Owners are liable in connection with the provision or maintenance by the Landlord of services facilities and amenities in the Estate and the management of the Scheme and of similar schemes in

respect of other parts of this Estate and of Similar Schemes in respect of other parts of this Estate.

11.2 Prior to the commencement of the Accounting year (as hereinafter defined) the Landlord shall submit for the approval of the Executive Committee a budget of the Expenses for the following Accounting year.

11.3 The Owner shall pay to the Landlord on the 31st day of December in every year (“Accounting Year”) (being not less than one complete year after the date of the original Transfer) in respect of the year commencing on that date the sum of One hundred pounds (or such greater sum as hereinafter provided) (“Management Payment”) towards the provision or maintenance by the Landlord of services facilities and amenities in the Estate and the administration of this Scheme

11.4 In this clause “the Index” means the Index of Retail Prices published by H M Stationery Office or any official publication substitute therefor

11.5 The Landlord may by notice in writing given to the Owner on or before the 31st day of December in any year (after prior consultation with the Executive Committee) direct that the sum payable in respect of that year shall be such other sum greater than One hundred pounds as the Landlord shall specify Provided that such sum shall not exceed the greater of:

11.5.1 the sum payable hereunder in respect of the immediately preceding year and

11.5.2 such sum to the nearest penny as shall be equal to the sum of One hundred pounds multiplied by the fraction:

$$\frac{X}{153.8}$$

where X is the figure shown in the Index for the month of October immediately preceding the 31st day of December (153.8 being the figure shown therein for the month October 1996)

- 11.6 In the event of any change after the date hereof in the reference base used to compile the Index the figure taken be shown in the Index after such change shall be the figure which would have been shown in the Index if the reference base currently at the date hereof had been retained
- 11.7 In the event of it becoming impossible by reason of any change after the date hereof in the methods used to compile the Index or because the Index shall cease to be published or for any other reason whatsoever to implement the foregoing provisions of this clause or if any dispute or question shall arise between the parties hereto with respect to the sum payable or the construction or effect of this clause the determination of such sum or other matter in dispute shall be determined by a single arbitrator to be nominated (in default of agreement between the parties) by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force who shall have full power to determine that would have been the figure for any month in the index had it continued on the basis and giving the information required for the operation of this clause
- 11.8 Within 3 months after the end of each Accounting Year the Landlord's Surveyor shall make available for inspection at their offices an account of the Expenses and if in any Accounting Year the total amount of all the Management Payments is found to be more than the sum of the Expenses in respect of that Accounting Year the excess shall be credited against the Management Payments for the next Accounting Year and if the total amount of the Expenses is found to be more than the total amount of all the Management Payments for that Accounting Year then the Landlord shall after prior agreement with the Executive Committee increase all the Management Payments for the following year in addition to paragraph 11.5 hereof to cover. For the avoidance of doubt the deficit in respect of any former years (if any) shall be included in the demands for Management Payments for the next Accounting Year.

12. To pay Value Added Tax

12.1 The Owner shall pay to the Landlord any Value Added Tax at the rate for the time being in force properly payable in respect of any supplies made by the Landlord to the Owner in connection with this Scheme and all consideration due from the Owner under the terms of this Scheme shall be exclusive of any Value Added Tax properly payable thereon

12.2 Whenever the Owner must reimburse the Landlord in respect of any supplies made to the Landlord in connection with this Scheme the Owner shall also reimburse to the Landlord any Value Added Tax payable by the Landlord in connection with such supplies

13. To obtain the necessary consents

The requirements of this Scheme are without prejudice to the need for the Owner to obtain where necessary any consents from the Local Authority under Planning Public Health Building regulations and other legislation

THE THIRD SCHEDULE TO THE SCHEME

Obligations of the Landlord

1. To paint exterior

1.1 This Paragraph 1 shall only apply where an enfranchised property is within one of the areas edged red green or blue or hatched black on the Plan and where a Group of Owners and Leaseholders of a Block have not proceeded under Paragraph 9.5 of the Second Schedule

1.2 The Landlord shall (unless prevented by circumstances beyond its control) in a good and workmanlike manner prepare for painting and paint all the stucco and iron and other external parts of the enfranchised property previously or usually painted at the times with the materials and generally in such workmanlike manner as hereinafter provided

- 2.1 The painting referred to in Paragraph 1.2 hereof shall be carried out:
- (i) at such times (but generally not less than four years after the previous exterior painting) as the Landlord (or the Landlord's Surveyors) shall consider to be reasonably desirable having regard to the condition of the enfranchised property and all other relevant circumstances
 - (ii) with priming coats and undercoats in accordance with good current practice and such good oil colour paint or such liquid or other substances and in accordance with such specifications and generally in such manner as the Landlord (or the Landlord's Surveyors) shall consider to be reasonably desirable having regard to the condition of the enfranchised property and all other relevant circumstances
 - (iii) in accordance with the colour scheme then existing or such other colour or colours as the Landlord (or the Landlord's Surveyors) shall decide
 - (iv) by employing such contractors at such prices on such terms as the Landlord (or the Landlord's Surveyors) shall decide
- 2.2 (a) The Landlord shall cause to be kept a true and proper account of all expenditure incurred in the performance of the obligations contained in Paragraph 1.2 above and shall deliver to each Owner when the works mentioned in Paragraph 1.1 have been completed a record of such expenditure
- (b) Any Owner may require the Landlord in writing to afford him reasonable facilities for inspecting the accounts receipts and other documents supporting the summary hereinbefore mentioned and for taking copies or extracts therefrom (at the expense of the

Owner) and the Landlord (or the Landlord's Surveyors) shall make such facilities available to the Owner

- (c) The proportion of such expenditure properly attributable to and payable by an Owner in respect of his enfranchised property shall be determined by the Landlord's Surveyors acting as experts and not as arbitrators

THE FOURTH SCHEDULE TO THE SCHEME

Provisions relating to Communal Gardens

- 1.1 In this Schedule "Garden" means such ornamental garden forming part of the Estate to which an Owner is entitled to have access pursuant to the provisions of this Schedule
 - 1.2 The Landlord shall be entitled to delegate at its discretion some or all of its rights and obligations in respect of a Garden to a properly constituted Garden Association consisting of the Owners and Leaseholders who shall reach agreement with the Landlord as to how the Garden can best be managed
2. Subject to and in accordance with the provisions of this Schedule:
- 2.1 The Owners of those properties situate in Alexander Square shown edged red and hatched yellow on the Plan which are enfranchised properties shall have the express right to walk in Alexander Square Gardens edged and hatched red on the Plan
 - 2.2 The Owners of those properties situate in Thurloe Square edged green which are enfranchised properties shall have the express right to walk in the Garden situate in Thurloe Square shown edged and hatched green on the Plan

3. An Owner who is entitled to walk in a Garden shall be entitled to be provided by the Landlord with a key thereto provided that if such key shall be lost the Landlord shall be entitled to charge the Owner a reasonable sum to cover the cost (including administration costs) of replacing any such lost key
4. An Owner entitled to walk in a Garden shall pay to the Landlord a reasonable contribution to be determined by the Landlord's Surveyors towards the costs and expenses incurred from time to time by or on behalf of the Landlord in respect of the administration of and services provided in respect of the Garden and the repair maintenance and upkeep of the Garden including (but for the avoidance of doubt and without prejudice to the generality of the foregoing) the keeping of the Garden in neat order and good and tidy condition and the stocking tending and cultivation of the Garden the repair maintenance painting and renewal of the railings surrounding the Garden the repair maintenance and replacement of the irrigation system of the Garden the repair maintenance and decoration of the garden services stores and the employment of such gardeners or other persons and the purchase and maintenance of such machinery and equipment as the Landlord may consider necessary from time to time such contribution to be paid by equal quarterly payments in advance on the usual quarter days in every year the first such payment (being a proportionate payment of the said contribution calculated from the date of enfranchisement to the usual quarter day next following to be paid on completion of the sale to the Owner)
5. The Owner will use the Garden in a quiet and orderly manner and in accordance with such garden rules as may be made from time to time by the Landlord or the Landlord's Surveyors for the proper management and control of the Garden and not to use or permit the same to be used in a manner which may cause any nuisance or annoyance to the Landlord or the Landlord's tenants or to other Owners or cause damage to the Garden or any adjoining or neighbouring building (including the enfranchised property)
6. Notwithstanding the foregoing provisions of this Schedule or any of them the Landlord may suspend (for any period or periods at its discretion) or cancel an Owner's right to walk in a Garden if the Owner shall at any time fail to observe

and perform any of the obligations on his part contained in this Schedule including (without prejudice to the generality of the foregoing) the payment of any sum due to the Landlord and the Landlord may also suspend (for such period or periods as may be reasonable) such right in the event of work being undertaken to or in the Garden which makes the closure thereof reasonably necessary

THE FIFTH SCHEDULE TO THE SCHEME

Provisions relating to properties in certain roadways

1. In this Schedule the following expressions shall have the following meanings namely:

“Alexander Square” The private roadway shown coloured brown on the Plan

“Thurloe Close” The private roadway shown coloured purple on the Plan and including the paved courtyard and glass covered footway

“Thurloe Place Roadway” being the private access road for Amberwood House or Thurloe Lodge and their garages shown coloured orange on the Plan

2. An Owner of an enfranchised property situated in Alexander Square shall pay on demand to the Landlord a fair and proper proportion (to be determined by the Surveyor for the time being of the Landlord) of the expense to the Landlord of repairing and keeping in good and substantial repair and condition and cleaning and lighting Alexander Square including the railings
3. An Owner of an enfranchised property situated in Thurloe Close shall pay on demand to the Landlord a fair and proper proportion (to be determined by the Landlord’s Surveyor) of the expense to the Landlord of repairing and keeping in good and substantial repair and condition and cleaning and lighting Thurloe Close including the paved courtyard and the drains thereof the glass covered footway along the length of the flank wall of No 22 Alexander Place and No 1 Thurloe Close and the wrought iron gates at the entrance together with the brick and stone supporting pillars and all the wiring and apparatus and for the upkeep of the

ornamental flowerbeds at present situate in the paved courtyard and further to maintain the drainage of surface water from Thurloe Close and the paved courtyard

4. An Owner of either Amberwood House or Thurloe Lodge following enfranchisement shall pay on demand to the Landlord a fair and proper proportion (to be determined by the Landlord's Surveyor) of the expense to the Landlord of repairing and keeping in good and substantial repair and condition and cleaning and lighting Thurloe Place Roadway.

THE SIXTH SCHEDULE TO THE SCHEME

Provision for the Executive Committee

1.
 - (i) In this Schedule "the Owners" means the enfranchised Owners for the time being and the Leaseholders for the time being of the unenfranchised property and "Owner" has a corresponding meaning
 - (ii) Where there are two or more Owners of any property they shall count as one for the purposes of this Schedule and the giving of any notice addressed to any one of them shall be sufficient
 - (iii) At any meeting only one of such Owners shall be entitled to cast a vote, whether in person or by proxy, and in the case of any dispute the chairman of the meeting shall determine which of them shall be entitled to vote
 - (iv) An Owner entitled to attend and vote at a meeting may appoint one or more proxies to attend and vote instead of him or her. A proxy need not be an Owner. Completion and return of a form of proxy does not preclude an Owner from attending the meeting and voting in person.
 - (v) To be valid the form of proxy must be deposited at the offices of the Landlord's Surveyor no later than 48 hours prior to the meeting.
2. In this Schedule "the Association" means:-

- (i) Until 30th June 1998 the unincorporated association at present known as “The Thurloe Leaseholders’ Association”
 - (ii) Thereafter any association (whether or not The Thurloe Leaseholders’ Association) of which (a) all the Owners are eligible to be members (b) at least one-half of the Owners are members (c) the Owners constitute a majority of the members And if there shall be more than one such association the one having the most Owners as members
 - (iii) In default of any such association under sub-paragraph (ii) for the time being existing at any time after the 30th June 1998 the Landlord who may delegate their powers to any suitable body
3. There shall be an Executive Committee of eleven members to be appointed as follows:-
- (i) Three members (hereinafter called “the Estate Members”) to be nominated by the Landlord
 - (ii) eight members (hereinafter called “the Owner Members”) to be elected by the Owners or otherwise appointed to represent one of the following

7-11 (inclusive) North Terrace

5-20 (inclusive) Alexander Square

{21-24 (inclusive) Alexander Square

{and 1-33 odd and 2-22 even South Terrace

1-21 odd and 2-22 even Alexander Place

9-33 (inclusive) Thurloe Square

34-49 (inclusive but excluding 45 and 46) Thurloe Square

{ 18-21 Thurloe Place and 1-11 Thurloe Street odd and
{ 12-16 Thurloe Place and Amberwood House and Thurloe
{ Lodge and

1-10 Thurloe Close (inclusive)

4. (i) The Association shall convene meetings of the Owners to elect the Owner Members the first meeting to be held before the 30th June 1997 and subsequent meetings to be held during period of six months before 30th June every fourth subsequent year
- (ii) Every such meeting shall be convened by notice sent by the Association to all the Owners (whether or not members of the Association) (a) giving not less than 21 days' notice of the meeting and its purpose (b) inviting the Owners to nominate one or more candidates for election as Owner Members not less than 7 days before the date of the meeting and (c) informing the Owners of their right to vote by proxy Any incidental failure to give notice of the meeting shall not invalidate the meeting or any election made at the meeting unless twenty or more Owners have not been duly notified For the purpose of convening such meeting the Landlord at the request of the Association shall supply to the Association a current list of the Owners
- (iii) The persons eligible to be Owner Members shall be (a) any Owner (b) any person beneficially interested in the property owned by an Owner and (c) the spouse of any Owner or of such person as aforesaid
- (iv) The chairman of each such meeting shall be the chairman for the time being of the Association or (if none) a person chosen by the persons present at the meeting

- (v) At each meeting the Owners (but no other persons) shall elect from the eligible persons nominated eight Owner Members. If less than eight nominations are received previously in due time nominations may be made by any person present at the meeting. Each owner shall be entitled to vote for eight candidates and the eight candidates who receive the highest individual votes shall be the Owner Members.
 - (vi) An Owner Member when elected shall serve until the next election unless he shall cease to be eligible to be an Owner Member or shall resign but shall be eligible for re-election.
 - (vii) On any casual vacancy in the number of Owner Members occurring the Association shall nominate any eligible person to fill the vacancy.
5. Any Estate Member or Owner Member of the Executive Committee shall have power to nominate any person of full age to act as his alternate for any meeting of the Executive Committee provided that notice of such appointment shall be given by the Estate Member or Owner Member himself to the Secretary of the Executive Committee prior to the meeting for which such alternate is appointed. Such appointment shall be valid for the meeting to which it relates or any adjournment or adjournments thereof unless withdrawn by the person making the appointment. An alternate member of the Executive Committee shall have and be able to exercise all the powers of the member of the Executive Committee appointing him.
6. Subject as aforesaid the Executive Committee shall at a time mutually convenient to the members thereof meet at least once a year and on such other occasions as they may from time to time decide.
7. Notices of Executive Committee meetings shall be given not less than fourteen days prior to the date thereof and such notices shall be delivered to the last known addresses of the members of the Executive Committee. Non-delivery or non-receipt of any notices convening a meeting of the Executive Committee shall not

invalidate the decisions taken at the meeting of the Executive Committee referred to in such notice

8. The quorum for meetings of the Executive Committee shall be seven members thereof or alternates personally present at such a meeting and each meeting shall elect its own Chairman
9. On any matter on which there shall be a division of view between members of the Executive Committee such matter shall be decided by a majority of the members present at the meeting on a show of hands and the Chairman of the meeting shall have a casting vote
10. The Executive Committee shall have power to appoint and remunerate a Secretary who shall attend and be present at meetings of the Executive Committee and shall keep the Minutes thereof and whose duties and responsibilities shall from time to time be defined by the Executive Committee It shall be the responsibility of the Secretary of the Executive Committee on the instruction of the Committee to dispatch notices convening meetings of the Executive Committee and every notice of a meeting thereof shall be accompanied by an Agenda of the matters to be discussed at such meetings PROVIDED ALWAYS however that instead of themselves employing a secretary the Executive Committee shall have power on such terms as it may in its discretion decide to enter into a contract for such Secretarial Services to be provided in such manner and by such person or persons firm or corporation as it may decide