

ESTMANCO (BRENTFORD DOCK) LIMITED,
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Board of Directors: Chairman: Mr. D. A. Procter - Nero Court; Mrs. M. E. Beard - Otho Court; Mr. D. A. Gillham - Numa Court; Mr. H. A. Levene - Augustus Close; Mr. K. J. Sangway (Vice-Chairman) - Otho Court; Mr. G. Coates - Numa Court; Mr. M. Sumner - Romulus Court; Mrs. V. W. S. Ward - Galba/Romulus Court; Mr. S. J. Whatton - Juilus/Marcus Courts; Clrs. Price and McCafferty - Hounslow Borough Council Properties.

General Manager Mr. Stewart J. Howard.

RESIDENTS NEWSLETTER
SUPPLEMENT FEBRUARY 1987
YOU AND YOUR LEASE

This supplement to the Newsletter aims to provide you with an outline of your lease and how Estmanco operates in layman's terms. We are publishing this outline in one complete section so that you may keep it for future reference. The guide contains firstly a brief outline of the structure of the Estate, a copy of the full lease as issued to all purchasers and finally a resume in layman's terms prepared by the Company's solicitors. In addition to the lease the Company is also controlled by its Memorandum and Articles of Association, these run to approximately fifteen pages and are available for inspection, by prior arrangement, at the Management Office. Tenants of Hounslow Borough Council should also refer to their tenancy regulations as issued by the Council.

This information is not a legal document. It is designed to give you the essential points of the lease in everyday English.

LONDON RESIDUARY BODY
(formerly Greater London Council)

Freeholder -

site and building revert to LRB after 98 years from 25.3.68.

also holders of the Superior Leases -

Superior Leases exist for the Residential & Commercial sections of the Estate.

Under the terms of the Superior Lease any alterations you wish to make to your flat must be approved
by the LRB.

When you sell you flat the LRB have to be satisfied that it is in the same condition as when you bought
it

Estmanco (Brentford Dock) Limited

a private limited company formed by the G.L.C. to be responsible for the administration of the Estate
owned by all persons buying property on the Estate (on buying a property you automatically buy one
share in Estmanco (Brentford Dock) Limited.

Individual Buyers Lease

your lease is an agreement between yourself the LRB and Estmanco (Brentford Dock) Limited
Estmanco (Brentford Dock) Limited represents the interests of the LRB and has to ensure that all the
conditions of the lease agreements are met and that all services charges and bills are paid.

(in order to discharge its responsibilities to the LRB the company can either perform these tasks itself
or engage a commercial management company, i.e. as for the first five years on the Estate with
Chestertons).

Estmanco (Brentford Dock) Ltd., Board of Directors

the body elected by shareholders of the company to ensure that the company (as a company and as
managing agents of the Estate) carries out its obligations.

(members of the Board are elected for a three year term to represent areas of the Estate as defined in the
lease)

The Estmanco Management Team

the Board decided some three years ago to dispense with the services of a commercial management
company and to directly employ their own staff to run the Estate. This is now carried out under the
daily control of a General Manager who reports to the Board at monthly Board Meetings.

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THE SUPERIOR LEASES -

under the terms of the leases the Superior Leases - one for the residential sector and one for the commercial sector must be accepted by Estmanco once all properties on the Estate have been sold. This acceptance is currently under discussion

THE EFFECT OF ESTMANCO (BRENTFORD DOCK) LIMITED BEING THE SUPERIOR LEASEHOLDER -

The Company will then become responsible for the granting of permission for any alterations and for the granting of leases for the sale of properties

The Company will also become responsible for the control of the Commercial properties on the Estate in terms of fixing rent reviews and, if necessary, finding a new leaseholder for the Commercial Section. (The Commercial Section operates on a 25 year lease.)

The actual running of the commercial activities continues to be the responsibility of the commercial leaseholder

ESTMANCO (Brentford Dock) Limited

Because Estmanco will be the Superior Leaseholder and the Managing Agents the Board and Management Team will operate in three areas.

1. Responsible to the Shareholders of the Company to ensure that the value of their property is protected
2. Responsible to the Freeholder to ensure that the property is in an acceptable condition at the end of the lease term
3. Responsible to all residents for the provisions of services as outlined in the lease.

NB, The Residents Association - is not part of the formal structure of the Estate but a group of people who meet within their own constitution to discuss common topics,

BRENTFORD DOCK - RESIDENTIAL LEASE

This document contains a resume of some of the major terms of the lease. Its accuracy is not guaranteed and should any discrepancy arise between this document and any original lease the terms of the original lease shall prevail. The page numbers refer to the full lease.

COMMENCEMENT AND TERM (Pages 1 and 3)

The opening words of a Brentford Dock residential Lease reveal the parties involved: the "LESSOR" who is your freeholder formerly the GLC and now the London Residuary Body (LRB) and who has granted the Leases, and the individual owner or "LESSEE", and the "MANAGEMENT COMPANY" Estmanco (Brentford Dock) Limited. Under the terms of a separate Agreement the Management Company have assumed responsibility for the maintenance and management of the Brentford Dock Estate called "THE ESTATE" and for the provision of services and most of your dealings as Lessee are, therefore, with the Management Company rather than with the Lessor (LRB). These are followed by a list of definitions to words and phrases used throughout the Lease and by a few Clauses explaining the background to its terms and the intention of the parties.

TERM - (Page 3)

The substance of the Leases which are for terms of 98 years from the 25th March 1978 can then be broken into different compartments. These comprise:-

A description of the individual's property called in the Lease the "DEMISED PREMISES", descriptions of the rights which you enjoy as a Lessee and of the rights and easements which the Management Company retain. Details of the "LESSEES (YOU) COVENANTS" the "RULES AND REGULATIONS" governing the use of the Estate, a separate list of the "LESSORS COVENANTS" or obligations imposed on the Lessor and undertaken by your Management Company and an extensive schedule of provisions dealing with the calculation and collection of the "SERVICE CHARGES".

DEMISED PREMISES - Clause Q (Page 2) and Second Schedule (P 12)

Define your property and includes your dwelling and any garage, car parking space, baggage store or garden allocated to you and described in the Second Schedule to your Lease. Your premises will include only such non-structural walls as are within or enclose the property and the interior screeds, ducts, finishes and surfaces and all windows, window frames, doors and door frames forming part of any wall within the Demised Premises - Clause 7(5) (page 11).

Any internal, non-structural wall separating the Demised Premises from any other part of the Estate and any internal wall separating a block or house from any other part of the Estate is a party wall - Clause 7(6) and (7) (page 11).

THE LESSEES COVENANTS - Clause 2 (Page 3)

These are the obligations placed on the individual Lessee (you) of a dwelling. They are set out in Clause 2. They are enforceable by both the Lessor (LRB) and by your Management Company. Among the most important of these are, using the same numbering as you will find in the Lease:-

- (1) A requirement that you pay all rates and taxes charged on the Demised Premises.
- (2)(A) A requirement that you repair and maintain the Demised Premises and all fences, sewers, drains, pipes, radiators, ventilators, wires and cables which exclusively serve your property. You must also make good all damage caused by any stopping up, bursting, leakage or overflow from your dwelling and you should ensure that your contents policy includes cover for this.

Sub Clause (B) requires you to keep clean, tidy and tended any garden or balcony or other external area comprised in your Lease.

By Sub Clause (C) you are required to clean the windows both inside and out at least once every month and to repair broken glass.

Sub Clause (D) requires you to decorate the interior of the Demised Premises in a proper and workmanlike manner every seven year.

Sub Clauses (3) to (6) (page 4) deal more generally with the repair of the Demised Premises. You are required to comply with any Government, Local or other Authority's requirements to permit the Lessor (LRB) and the Management Company to enter the Demised Premises to examine its condition and to comply with all notices served by them, commencing any required works within one month of service and completing them within three months. You are also required generally to co-operate with the Management Company and others in taking such measures as are necessary in allowing it to carry out its obligations under the Lease.

Sub Clause (7) (Page 4) gives details of the restrictions against Assigning, i.e. selling your Lease and against Underletting. Briefly the requirements are as follows:-

You are not permitted to sell or Underlet part only of the Demised Premises with the exception of a garage, parking space or baggage store which may be Underlet on a weekly tenancy. See Sub Clause (A) of this Sub Clause (page 4).

You are not permitted to Underlet the whole of the Demised Premises except by a fully furnished Underletting for a period not exceeding one year.

You are not permitted to sell or transfer your Share in the Management Company except to a Purchaser of your Lease but the Share must be transferred to a Purchaser. See Sub Clauses (C) and (D) (Page 4).

You can sell or Underlet the whole of the Demised Premises but before doing so you must obtain the Lessor's (LRB) consent, Sub Clause (E), and the Purchaser must enter into a new Covenant with the Management Company to the effect that he, the Purchaser, will comply with all the obligations placed on the Lessee, see Clause 7(4) (page 11). The costs of both the consent and the Covenant are payable by the person selling and application must be made as early as possible to the Management Company.

You are not to cause obstruction or damage to any road or footpath on the Estate or to leave articles of any description or litter upon any part of the Estate other than the internal parts of the Demised Premises. There are also requirements in the Lease that the common parts be used in a manner which is not loud, unreasonably noisy, objectionable or unruly or unneighbourly - Sub Clause (12) (page 5).

There is also a provision requiring consent before any alteration or improvement is made to the Demised Premises, see Sub Clause (13) (page 5), (again, in practice, application should be made at an early date to the Management Company) and restrictions against overloading the floors - Sub Clauses (15) and (16) (page 6).

Sub Clauses (17) to (20)(page 6) deal with the way in which you use your dwelling. Specifically, you are not to bring articles of a specially combustible, inflammable or dangerous nature onto the Demised Premises or do anything which might affect any of the Insurance policies. You must comply with all requirements made in relation to fire precautions, Sub Clause (17). The dwelling can only be used as a single private residence. Use of the garage or car parking space is restricted to the garaging of one private motor vehicle and any baggage store can only be used for storage purposes.

Clause 3 (page 6) imposes further obligations on individual Lessees. These additional obligations are different from those contained in Clause 2 (page 3) in that it is intended that they should be enforceable by one Lessee against another as well as by the Lessor (LRB) and the Management Company. Enforcement is undertaken at the written request of a Lessee (you) but before the Lessor (LRB) can be required to take action the Lessee (you) must provide security for costs and can, in certain circumstances, be required to support his case with Counsel's Opinion. The Sub Clauses provide in Sub Clause (1) for payment of the total Annual Service Charge, the "AGGREGATE SERVICE CHARGE" calculated in accordance with Clause (4) (page 6). Sub Clause (2) (page 6) requires the observance and performance of the Rules and Regulations.

THE RULES AND REGULATIONS - The Fifth Schedule (page 14)

These are as set out in your Lease but the Lease contains provisions for additions or amendments to those rules. Details of any amendments or any additional rules will be made available for inspection at the Estate Office upon receipt of written notice as required by the Lease.

Rules and Regulations affecting the Demised Premises and the Estate generally as at February 1987:-

1. Not to interfere with or alter the external decorations or painting or appearance of the Demised Premises.
2. Not to throw dirt, rubbish, rags or other refuse or permit the same to be thrown into the sinks, baths, lavatories, cisterns or waste or soil pipes in the Estate nor obstruct the refuse chutes.
3. No piano, gramophone, wireless, loudspeaker or mechanical or other musical instrument nor any equipment nor machinery of any kind shall be played or used nor shall any singing be practised in the Demised Premises nor any other noise emitted so as to cause annoyance to the owners, Lessees and occupiers of the other dwellings comprised within the Estate or so as to be audible outside the Demised Premises between the hours of 11.00 pm and 9.00 am.
4. No name writing, drawing, signboard, plate or placard of any kind shall be put on or in any window on the exterior of the Demised Premises or so as to be visible from outside the Demised Premises.
5. No clothes or other articles shall be hung or exposed outside the Demised Premises.
6. No refuse or rubbish shall be thrown out of any window of the Demised Premises nor shall any mat be shaken out of the windows thereof.
7. No bird, dog or other animals which may cause annoyance to any resident of the other dwellings comprised within the Estate nor any dangerous animal shall be kept in the Demised Premises or brought into the Estate.
8. No external wireless or television aerial shall be erected upon any block.
9. To cover and keep covered the floors of the dwelling hereby demised with carpet and underlay save that the floors of the kitchen or bathroom may be covered with other suitable materials.

RIGHTS AND EASEMENTS - Third and Fourth Schedules (pps 12,13,14)

The rights granted to the Lessees (you) are contained in the Third Schedule and those reserved or retained out of the Demised Premises for the benefit of others on the Estate are contained in the Fourth Schedule.

Rights granted include rights on foot to use the roads, entrance staircases, the lifts in your block and rights with vehicles to use the roads on the Estate (other than Dock Road). Individual Lessees also have the right to use wires, pipes etc and rights of entry onto other parts of the Estate to carry out repairs. There are also rights to use the communal gardens and amenity areas on the Estate and subject to the payment of charges and compliance with regulations the right to use any residents' Clubroom or other communal facilities on the Estate. Refuse chutes can be used only between 8.00 am and 10.00 pm.

All rights are granted subject to the Lessee (you) paying the Aggregate Service Charge and performing the Lessee's Covenants. Rights reserved include rights to use pipes, wires etc., running through the Demised Premises and rights of entry to carry out repairs, inspections, cleaning or renewing to these and other services.

SERVICE CHARGES - Sixth Schedule (Page 14)

The Leases contain very detailed and complicated provisions for the calculation and collection of Service Charges. The Management Company is required to run several funds or accounts and the totals or "Aggregate Service Charge" which you are required to pay each year will depend upon the terms of your individual Lease, which will depend upon the nature and position of your dwelling within the Estate. The Aggregate Service Charge may comprise a separate percentage of Main Block Expenditure, of Internal Block Expenditure, of Estate Expenditure and of Additional Expenditure in respect of the cost of the provision of Main Block Services, internal Block Services and Additional Services respectively carried out by the Management Company in compliance with the Lessors (LRB) Covenants, see below. Full details of the expenditure falling under each head are contained in Parts 1 to 4 of the Sixth Schedule to your Lease and your proportion of the expenditure falling under each head is set out in Part 5. An independent accountant is required to verify the amounts payable and certify that a summary of costs, prepared by the Management Company, is fair, that expenditure has been charged under the appropriate head of expenditure mentioned above and that the sum demanded of your Lease is correct.

Service Charges are payable three monthly by Bankers Standing Order [Clause 4(8)](page 7). Any underpayment or overpayment is adjusted at the end of each financial year.

If any Lessee fails to pay the Service Charges or breaks any other obligations they, the Lessor (LRB) or the Management Company can sue the offending Lessee for forfeiture. Subject to the possibility of relief being granted by the Courts forfeiture enables the Lessor (LRB) to obtain possession and to evict a tenant who fails to pay the rent or perform the other obligations in the Lease before the end of the term (Clause 8) (page 12).

THE LESSOR'S COVENANTS - Clause 5 (Page 8)

Provided that an individual pays the Aggregate Service Charge [Clause 5(1)], he is entitled to the provision of certain services described in the Lease as Main Block Services, Internal Block Services and Estate Services.

Main Block Services [Clause 5(1)(A)] include the maintenance and repair and redecoration of the block in which the Lessee's flat is situated. The Lessors (LRB) obligation extends to the doors, door frames and window frames of the block and all pipes, wires, cables, drains and gutters, ventilating shafts and equipment and all refuse chutes and bins, Clause 5(1)(A)(i). Sub Clause (ii) places an express obligation on the Company to decorate the exterior of the block and Sub Clause (iii) requires that the access ways and forecourts and gardens serving only the block are maintained.

There is an overriding provision that the above obligations do not include any work which an individual Lessee is required to carry out. See above.

Internal Block Services (Clause 5(1)(B)), (page 9) these include the inspection, maintenance and overhauling, repairing and redecoration of the entrance stairs, lifts, passages and landings and other internal parts of the Lessees block. The Lessor (LRB) also has an obligation to use its best endeavours to ensure that the communal parts are kept clean and lighted and to maintain the lifts.

Again, there is an overriding provision that the obligations do not extend to those imposed on an individual Lessee.

The Estate Services [Clause 5(1)(C)] (page 9) require the Lessor (LRB) to maintain the communal parts. The communal parts include fences, roads, accessways, paths, gardens and other parts of the Estate used in common by the residents. There are obligations on the Management Company to use its best endeavours to keep reasonably lighted all roads and footpaths, to pay taxes assessed on the Estate as a whole and to maintain insurance policies against loss or damage to any part of the Estate on a house owner's or flat owner's policy in its full re-instatement value, additional cover against loss caused by the breakdown of the lifts or of the boiler supplying the heating and hot water and against liability for loss or injury to persons on the Estate. The Lessor has an obligation to use its best endeavours to repair and maintain the main boiler and the central hot water and heating systems but excluding radiators and pipes and apparatus exclusively serving an individual dwelling to ensure a supply of constant hot water for all domestic purposes and that the radiators within dwellings are adequately heated between the 1st October and 30th April in the following year or during such other times as are considered reasonable.

Additional Services - Clause 5(1)(D) (page 10)

These relate to the repair of the roof, foundations and walls including the doors and door frames of any garage or parking space or baggage store, the decoration of the exterior and the supply of electricity.

Again, there is excluded from the obligation any work for which an individual Lessee is liable.

The Lessor is not liable for any interruption in the Services mentioned in Clause 5.

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