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FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	:	**CAM/0026UK/LAM/2015/0007**
Property	:	**8 St Mary's Road, Watford WD18 0EF**
Applicant	:	**Mr Simon Nicholas Welford** **Mrs Davina Julie Welford**
Representative	:	**Mr Rahul Varma Counsel**
Respondent	:	**Mrs Jean Dale**
Representative	:	**Ms Natalie Brown Counsel**
Type of Application	:	**Section 24(1) Landlord and Tenant Act 1987 – the appointment of a manager**
Tribunal Members	:	**Judge John Hewitt** **Ms Marina Krisko BSc (Est Man) FRICS** **Mr Derek Barnden MRICS**
Date and venue of Hearing	:	**18 November 2015** **Watford Magistrates Court**
Date of Decision	:	**15 December 2015**

DECISION

Decisions of the tribunal

1. The tribunal determines that:

1.1 We are satisfied breaches of covenants and obligations have occurred and that it is just and convenient to appoint a manager.

1.2 An order shall be made, and is hereby made, to the effect that Mr Darren Powell MRICS whose professional address is care of Ringley Chartered Surveyors shall be appointed as manager of 8 St Mary's Road, Watford WD18 0EF (the Property) pursuant to section 24(1) Landlord and Tenant Act 1987 (the Act);

1.3 The said appointment of Mr Powell (the Manager) shall be effective as from the date hereof and shall continue for a period of three years, and thus shall terminate on 15 December 2018;

1.4 The Manager shall manage the Property in accordance with:

1.4.1 the Directions and Powers and Functions and Services set out in Schedule 1 to this decision;

1.4.2 the respective obligations of the landlord set out in the leases of the two flats which comprise the Property, and in particular in regard to the repair, decoration, provision of services and insurance of the Property;

1.4.3 the duties of a manager set out in the Service Charge Residential Management Code 2nd edition (the Code) (or such other replacement code) published by the Royal Institution of Chartered Surveyors and approved by the Secretary of State pursuant to section 87 Leasehold Reform, Housing and Urban Development Act 1993;

1.5 The Manager shall register this order at Land Registry against the respondent's registered title as a restriction under the Land Registration Act 2002

1.6 An order shall be made, and is hereby made, pursuant to section 20C Landlord and Tenant Act 1985 (LTA 1985), that none of the costs incurred or to be incurred by the respondent in connection with these proceedings are to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the applicants; and

1.7 The applicants' application for a penal costs application pursuant to rule 13(1)(b) is refused.

2. The reasons for our decisions are set out below.

NB Later reference in this Decision to a number in square brackets ([ ]) is a reference to the page number of the hearing file provided to us for use at the hearing.

History and procedural background

3. The Property was originally constructed as a house in the early to mid-1900's. Subsequently it was adapted to create two modest self-contained flats.

4. On 9 March 2004 the respondent (Mrs Dale) was registered at Land Registry as the proprietor of the freehold interest in the Property [14].

5. The two flats have been sold off on long leases.

   On 6 June 2006 the respondents (Mr or Mrs Welford or together the Welfords as the context requires) were registered at Land Registry as the proprietors of the ground floor flat (GFF) [17].

   On 10 May 2011 a Mr Ralph Antony Dale (Mr Dale) was registered at Land Registry as the proprietor of the first floor flat (FFF) [21]. The demise of the FFF also includes the loft space and the rear garden.

   Mr Dale and Mrs Dale are said to be cousins and it may be that they are now married. In Mrs Dale's witness statement at [72] she refers to Mr Dale as her 'partner'. She also explains that Mr Dale has suffered a stroke which has caused him speech and mobility problems and that she is his primary carer.

   Evidently Mrs Dale has also been known as Mrs Jean Hutchinson, amongst other names.

6. The Welfords served on Mrs Dale a notice pursuant to section 22 of the Act. It is dated 1 July 2015 [53]. In the absence of a response to that notice, Mr & Mrs Welford made an application to the tribunal to appoint a manager. The application is dated 6 August 2015 [2].

7. Directions were given on 17 August 2015 [58].

8. On the morning of 18 November 2015 the members of the tribunal had the benefit of an inspection of the Property.

   Also present were:

   Mr Welford, Mr Varma and Mr Powell.

   Mrs Dale and Mr Dale. Ms Brown arrived partway through the inspection.

   We were able to make an external inspection of the front and rear elevations of the Property. To get through to the rear garden we had to

pass through the GFF. The rear garden is demised to the FFF. Access to the rear garden from the FFF is via an external wooden stairway.

At some stage a wall or form of barrier had been erected at the rear of the GFF so as to prevent physical access from the GFF into the rear garden. As will appear shortly that wall or barrier has been removed by the Welfords and/or their tenant occupying the GFF and evidently that is a matter of great concern to Mrs Dale. The former location of this wall or barrier was drawn to our attention during the course of the inspection.

In general terms we noted several areas of defects due to lack of repair and maintenance; including to the roof, the porch roof, window frames and sills, soffits and the rain water goods.

The hearing

9. The hearing got underway at 11:05 and concluded at 14:50.

The Welfords were represented by Mr Rahul Varma of counsel. He was accompanied by Mr Welford.

Mrs Dale was represented by Ms Natalie Brown of counsel. She was accompanied by Mrs Dale and Mr Dale was also present.

Mr Powell was present throughout the hearing.

10. In opening Ms Brown explained that in principle Mrs Dale did not now oppose the appointment of a manager. It was not disputed that in recent years Mrs Dale had suffered a number of legal and medical difficulties with the consequence that she had not had the time or ability to manage the Property effectively or at all.

11. Whilst not admitting all of the allegations made by the Welfords, Mrs Dale accepted that it was appropriate for the tribunal to appoint a manager. Mrs Dale had some concerns about the appointment of Mr Powell and had hoped to be able to nominate a more local person, a Mr Fell, with a lower fee regime but for a number of reasons Mrs Dale was unable to do so.

The issues

12. Ms Brown outlined a number of concerns which Mrs Dale had about the scope and terms of Mr Powell's appointment. The tribunal adjourned for a while to enable the parties to have discussions to see if they could arrive at a common understanding on all or some of those concerns.

13. On resuming the hearing we were told:

    13.1 Mr Powell was prepared to reduce his fee for the first year to £1,500 + VAT and Mrs Dale did not object to that;

13.2 The Welfords originally proposed an appointment of four years but would be willing to reduce that to three years but Mrs Dale preferred 18 months;

13.3 Mrs Dale had a concern about insurance commission that might be paid to Mr Powell and/or his employers, Ringley Chartered Surveyors;

13.4 Mrs Dale had some concerns about the scope of the management functions to be undertaken by Mr Powell and also wished to have the ability to continue to pursue the Welfords in respect of alleged past breaches of some of the covenants set out in the lease of the GFF.

14. Mr Powell was called to give evidence. He was cross-examined by Ms Brown on contentious issues and he also answered a number of questions put to him by members of the tribunal.

Fees

15. Mr Powell confirmed that he was prepared to reduce his fee for the first year to £1,500 + VAT. Mr Powell confirmed that that fee would include four routine visits by him to the Property during the course of the year. Mr Powell acknowledged that his office was based in north London but he said he was responsible for a number of properties/developments in and around London and travelling to them was not a problem. He drew attention to the good rail service between London and Watford.

Length of appointment

16. Mr Powell said that as a result of his preliminary inspection of the Property it was plain to him that little or no repairs, maintenance or external decoration had been undertaken for some years (save for some carried out by the Welfords to the GFF) and that he would need to undertake a more detailed examination of the Property and the two leases to prepare an appropriate strategy.

17. Mr Powell said he would wish to give consideration to the roof, guttering, downpipes, lobby area and stairway and to consider the need for fire risk and asbestos assessments. He said that his approach would be holistic. He explained he would need to collect in funds to enable him to implement his strategy and to engage and supervise such contractors as may be required.

18. Mr Powell considered that 18 months was far too short a time to get to grips with the issues at this Property and to get it into reasonable shape. It would not be possible or sensible to do everything at once and it may be more convenient and proportionate to the lessees to have works carried out over a period so as to ease the cash flow burden on them.

19. Mr Powell explained that where there had been years of neglect it was sensible to prioritise and catch up over a realistic period which was in the best interests of the landlord and the tenants.

20. The evidence of Mr Powell and his intended approach, if appointed, struck a chord with the members of the tribunal. Whilst often we might consider as a starting point an appointment of a manager for a term of two years, in this case we considered that an appointment of three years would be appropriate.

Insurance commissions

21. Mrs Dale had concerns about a term in the proposed 'Manager's Menu of Services & Charges' which read:

"... the Agent shall be entitled to retain any commission received by him for arranging insurance(s) in respect of the Property, without accounting to the Client."

The fear was that any insurance placed might be a premium inflated to include a heavy commission.

Mr Powell acknowledged that the 'Manager's Menu of Services & Charges' included at [67] were modelled on Ringleys standard terms of business where it acts as a managing agent for a client, which were not quite appropriate to the appointment by the tribunal of a person to be a manager. We agree and thus in general we do not propose to adopt all of the menu put forward.

Mr Powell also explained that by reason of buying power Ringleys had a connection with an insurance broker and was able to put a substantial amount of business its way. In return for doing so the broker shared with Ringleys the commission which the broker quite legitimately received from the insurer. There was no question of any additional layer or level of commission being earned and the broker was always instructed to test the market and obtain a competitive price for insurance cover.

Having given this explanation Ms Brown said that Mrs Dale withdrew her concern to the provision in question.

Extent of powers

22. Paragraph 4 of the draft order provided by the Welfords [66] concerned the power of the manager to ensure that lessees complied with the terms of their respective leases. Mrs Dale wanted this paragraph removed. The reason given for this was that Mrs Dale wished to pursue a process to seek to forfeit the Welfords lease of the GFF for alleged historic breaches and one alleged current breach of covenent.

23. At [145] is a notice pursuant to section 146 Law of Property Act 1925 which Mrs Dale purported to serve on the Welfords. It was accepted by Ms Brown that the notice was of no effect because Mrs Dale had not sought or obtained from the appropriate tribunal a determination that a breach of covenant or condition in the lease has occurred as required by section 168 Commonhold and Leasehold Reform Act 2002. However, Mrs Dale wished to proceed and pursue an application to the appropriate tribunal.

24. The alleged breaches referred to in the purported notice may be summarised as:

24.1 a failure to make good damage caused to the Property – a reference to the removal of the wall or partition preventing access into the rear garden from the GFF;

24.2 causing or permitting a nuisance, annoyance or disturbance to the landlord – a reference to activities alleged to have been carried out by the Welford's current tenant in the GFF;

24.3 a failure to give written notice of alienation – a reference not only to the current subletting but also to historic sublettings;

24.4 a further breach of alienation in effecting a subletting in excess of 12 months;

24.5 a failure to procure that any underletting of the GFF contains covenants similar to those set out in the lease; and

24.6 a failure to obtain the landlord's written consent to exhibit a placard or announcement outside the demised premises or in the windows thereof.

25. On behalf of the Welfords it was submitted that most of the alleged breaches were denied. It was admitted that notice of some historic sublettings had not been given to Mrs Dale because there was a period when they did not know her address and she was not living in the FFF. The Welfords were willing to give notice of the current subletting and to provide a copy of the AST agreement. It was denied that the term granted exceeded 12 months.

26. It was also submitted that the poster in the window displayed by the current subtenant had been removed long ago and was a very minor matter. Evidently the current subtenant does not get on with Mrs Dale, or Mr Dale and it appears that they aggravate one another. It was submitted on behalf of the Welfords that they had not caused or permitted any nuisance or annoyance and had encouraged their tenant to try and get along with Mrs Dale and Mr Dale.

27. On this application it is not for us to speculate whether or not Mrs Dale might be able to establish a breach and if so whether a court might determine that the leased is forfeit and/or that relief from forfeiture

should be granted on terms. We do however bear in mind that recent authority confirms that a court is reluctant to forfeit a long lease of value and will generally strive to find a way forward that is fair and proportionate to both parties. That said, in context the breaches complained of, if established, are relatively minor and some appear to be historic only.

28. As regards the current subletting the Welfords gave an assurance through Mr Varma that the material notice will be given and a copy of the AST agreement provided to Mrs Dale. As to any ongoing nuisance/annoyance issues, there are remedies available to both Mrs Dale and Mr Dale outside the scope of the landlord and tenant relationship.

29. The issue which Mrs Dale appears most vexed about is the removal of the wall or barrier that prevented direct access from the GFF into the rear garden. It must be remembered that the rear garden is demised to Mr Dale and any trespass into that garden is a matter for him to pursue rather than Mrs Dale as landlord.

30. No formal evidence was given about the circumstances which led to the removal of the wall or barrier and without going into too much detail we were told that:

30.1 Mr Dale had been unable to tend and maintain the rear garden;
30.2 In consequence it became very overgrown and there were infestation and health issues;

30.3 The Welfords wished to carry out works to the rear windows of the GFF and these could only be done from the rear garden.

30.4 Whilst there is an access into the rear garden via an alleyway at the bottom of the garden it is not very convenient to use.

30.5 Thus it was that the wall/barrier was taken down at the request of the Welfords to provide access to enable repair works to be undertaken to the GFF and to deal with the infestation/health issues in the rear garden.

31. If the above summary is correct we are not unsympathetic to what occurred. We were also told that an added benefit of the removal of the wall/barrier allows more daylight into one the GFF rooms. That we were not sympathetic about. The Welfords would have been aware of the light into the rooms of the GFF from any pre-purchase inspection they may have made.

32. Mr Powell was of the view that it might be preferable to ring fence the past alleged breaches and draw a line in the sand. He envisaged that there might be difficulties if two parties had separate rights to enforce lease terms going forward.

33. It occurs to us the reasons why the wall/barrier were removed have now been addressed and evidently there is no practical reason why the wall/barrier should not now be reinstated. Whilst no assurances were given during the hearing we gained the impression that Mr Welford was not averse to reinstating the wall/barrier. We would urge him to do so and do it within the next six months. We consider that if the Welfords do not do so Mrs Dale ought to have the opportunity to take appropriate steps.

34. Having carefully reviewed the rival arguments we consider that with a small development such as the Property it is undesirable that both the landlord and the manager should have the powers to enforce lease terms. Such an overlap may lead to duplication and confusion and is best avoided. Thus we decided not to delete the paragraph 4 as sought by Mrs Dale, but we stress that if the wall/barrier is not reinstated within 6 months it shall be open to Mrs Dale to make an application to vary the management order in such a manner as may be appropriate to the facts as then existing.

Section 20 Landlord and Tenant Act 1985 (LTA 1985)

35. It will be seen from Schedule 1 - Directions and Powers and Functions and Services that we have dispensed with the need for the Manager to comply with section 20 LTA 1985 and that the Manager shall have the power to impose on the two lessees a levy from time to time to enable him to carry out qualifying works.

36. It is convenient at this point to explain our reasoning for that direction.

37. The property comprises just two flats. Thus the trigger for formal consultation under section 20 LTA 1985 is just £500 to include the actual cost of works and materials, any associated professional fees for drawing up a specification and supervising the works plus VAT. Thus relatively small projects will be captured by the need to consult.

38. The consultation process is time consuming and can be costly. We consider that for small projects it is disproportionate for a professional property manager acting as a tribunal appointed manager, such as the Manager, to have to undertake such consultation. As has been made clear in recent authority the section 20 consultation process was designed to ensure that residential lessees did not have to overpay for services provided to them. We are confident in the professional approach Mr Powell will adopt and that he will ensure projects are carried out properly and cost effectively. Mr Powell told us that he had a panel of trusted independent contractors to call on, some of whom were local to Watford or nearby.

39. Whilst we leave it to the Manager's discretion we wish it to be noted that we expect him to keep the two lessees informed about proposed projects and that where possible he obtains at least two competitive estimates before placing a works order.

40. We also record that giving the Manager the power to impose a levy to collect monies to fund the projects takes them outside of the scope of section 20 LTA 1985 in any event because those sums will not be relevant contributions payable by the lessees under the service charge terms of their leases but sums payable by them pursuant to the terms and provisions of this order.

Section 20C LTA 1985 order

41. In the present case Mrs Dale has not issued any valid service charge demands for some while. No annual accounts have been kept and there is no reserve fund held by her.

42. Given the appointment of the Manager, for the next three years Mrs Dale will not have the power to demand service charges during that period.

43. We have made an order under section 20C LTA 1985 for the avoidance of any doubt going forward. We have done so because given the background and the circumstances we hold it is just and equitable to deprive Mrs Dale from enforcing any contractual right that Mrs Dale might have under the lease of the GFF to recover through the service charge any of the costs she has incurred or may incur in connection with these proceedings.

Rule 13 penal costs application

44. No formal written application was before us but in one the Welfords' solicitors' recent letters to Mrs Dale's solicitor it was indicated that submissions might be made to the tribunal.

45. We considered it appropriate and proportionate to hear the application whilst the parties and their respective counsel were present. There was no real objection to our doing so.

46. No figures were before us but we felt able to determine the application on the basis of the general principles.

47. The gist of Mr Varma's submissions were that Mrs Dale had acted unreasonably in opposing the proceedings throughout, asserting that she was going to propose an alternative person to be appointed as manager, not ensuring that her solicitors responded promptly to recent enquiries about the hearing and then turning up at the hearing only to withdraw her objection the appointment of Mr Powell.

48. Ms Brown opposed the application. She submitted that Mrs Dale had made some efforts to find an alternative person to appoint, had identified a local surveyor, Mr Fell, and had hoped he would be able to attend the hearing. It was only at the last moment that she learned he would not be able to do so and it was that which caused her to withdraw her objection to the appointment of Mr Powell.

49. Ms Brown also complained that the Welford's had not complied with direction (10) [58] which provided that any costs/fees applications should be made in writing. Ms Brown did concede that in a letter to Mrs Dale's solicitors dated 21 October 2015 [155], the Welfords' solicitors said:

"Please note our client reserves the right to make submissions to the tribunal that your client should pay all of their costs pursuant to rule 13 of the tribunal rules given your client's unreasonable conduct."

50. The predecessor of this tribunal as regards its residential property jurisdiction was the leasehold valuation tribunal (LVT).

When originally created the LVT had no jurisdiction to award costs or to make costs orders in connection with proceedings before the LVT.

The LVT was regarded as a 'no costs' jurisdiction.

51. The LVT's jurisdiction as to costs was modified by paragraph 10 of Schedule 12 to the Commonhold and Leasehold Reform Act 2002 (the 2002 Act). That paragraph empowered an LVT to make an award of costs limited to £500 if it concluded that a party had, in its opinion, acted frivolously, vexatiously, abusively, disruptively or otherwise unreasonably in connection with proceedings before it.

52. As of 1 July 2013 the functions and jurisdictions of the LVT were transferred to this tribunal. This tribunal's rules are bespoke for the Property Chamber but were modelled on a generic set of rules applied across a number of chambers of the First-tier tribunals in order to provide some level of uniformity of approach and practice.

53. Rule 13 still imposes a threshold to be met before an award of costs can be made but now there is no limit on the amount of costs which this tribunal may award.

Rule 13 is only applicable where an award of costs is to be made of a penal nature. In the case of rule 13 (1)(a) where a 'wasted costs' order is sought against a representative (professional or otherwise) and in the case of rule 13(1)(b) where a costs order is sought against a party alleged to have acted 'unreasonably' in some respect.

54. The above summary and the concept of a tribunal determining issues and disputes in the residential sector, often where the parties are not professionally represented, leads to the conclusion that an award of costs under rule 13 should only be made in exceptional circumstances and where a party has clearly behaved unreasonably and that such conduct has increased the amount of costs incurred by the other party.

55. There is a view that the transition of jurisdictions from the LVT to this tribunal was not intended to bring about a major shift in the approach to costs arising in the determination of residential leasehold cases and that, in essence, the tribunal would continue to be a 'no costs'

jurisdiction. However, rule 13 was cast to enable and empower a tribunal to make an award of costs in those exceptional cases when it considered it appropriate to do so.

56. It is considered that rule 13 should be reserved for those cases where, on any objective assessment, a party has behaved so unreasonably that it is only fair and reasonable that the other party is compensated by having some of their legal costs paid. The bar is thus set quite high.

57. There is reinforcement for this view by the general approach taken by civil courts when making orders as to costs which are intended to be of a penal nature, as opposed to orders for costs which simply follow the event.

58. The question then arises as to what level of conduct is characterised by the expression in rule 13(1)(b) *"... if a person has acted unreasonably in bringing, defending or conducting proceedings ..."*.

Where the landlord is the respondent the applicant tenant must show that it was unreasonable for the respondent to have opposed the application and that some aspect of the landlord's conduct of the proceedings was unreasonable.

In both circumstances the behaviour complained of must be out of the ordinary. In *Halliard Property Company Ltd v Belmont Hall and Elm Court RTM Company Ltd*, HHJ Huskinson sitting in the Lands Tribunal considered the provisions of paragraph 10 of Schedule 12 to the 2002 Act and the meaning of the words "otherwise unreasonably".

He concluded that they should be construed "*ejustem generis* with the words that have gone before. The words are "frivolously, vexatiously, abusively, disruptively or otherwise unreasonably". The word "otherwise" confirms that for the purposes of paragraph 10, behaviour which was frivolous or vexatious or abusive or disruptive would properly be described as unreasonable behaviour".

59. Judge Huskinson adopted the analysis of Sir Thomas Bingham MR in *Ridehalgh v Horsfield* [1994] 3 ALL ER 848 which concerned the approach to the making of a wasted costs order under section 51 of the Supreme Court Act 1981, where dealing with the word "unreasonable" he said as follows:

"Unreasonable' also means what it has been understood to mean in this context for at least half a century. The expression aptly describes conduct which is vexatious, designed to harass the other side rather than advance the resolution of the case, and it makes no difference that the conduct is the product of excessive zeal and not improper motive. But conduct cannot be described as unreasonable simply because it leads in the event to an unsuccessful result or because other more cautious legal representatives would have acted differently. The

acid test is whether the conduct permits of a reasonable explanation. If so, the course adopted may be regarded as optimistic and as reflecting on a practitioner's judgement, but it is not unreasonable"

60. In the context of the present the application is under section 24 of the Act to appoint a manager. That is a fault based application and there would have to be some fault or failure on the part of a landlord to persuade a tribunal that it was just and convenient to make an appointment. It was always going to be necessary for a tenant who wishes to take advantage of section 24 to make an application and for that application to go to a hearing at which the tribunal would hear the evidence and 'interview' the proposed manager to ensure that he or she was a suitable tribunal appointment.

61. The Welfords have incurred the costs of the application and hearing but that was always going to happen.

62. We find that there is nothing in the conduct relied upon which shows that those costs have been increased over and above those that would have been incurred in any event.

63. The correspondence shows nothing more than the usual cut and thrust of contentious litigation. True Mrs Dale might have made her concessions a little earlier but there was always going to be a hearing. At the hearing some issues were taken as the proposed fees of the manager and the terms of his appointment and concessions were made on both sides.

64. Taken overall we hold that the Welfords have not made out a case that Mrs Dale has acted so unreasonably in the conduct of the proceedings as to warrant a penal costs order being made against her.

65. For these reasons we have refused the rule 13 penal costs application.

66. Statutory materials we have taken into account in arriving at our decisions are set out in Schedule 2 below.

Judge John Hewitt
15 December 2015

Schedule 1
Directions and Powers

1. From the date of the appointment and throughout the appointment the Manager shall ensure that there is in place, either directly or through his employer, appropriate professional indemnity cover in the sum of at least £1,000,000 and shall provide copies of the current cover note upon a request being made by any lessee of the Property, the respondent or the tribunal.

2. That no later than four weeks after the date of this order the parties to this application shall provide all necessary information to and arrange with the Manager an orderly transfer of responsibilities. No later than this date, the applicants and the respondent shall transfer to the Manager all the accounts, books, records and funds (including, without limitation, any service charge reserve fund) which they may hold.

3. The rights and liabilities of the respondent arising under any contracts of insurance, and/or any contract for the provision of any services to the Property shall upon 28 days after the date of this order become rights and liabilities of the Manager. If any existing buildings insurance cover is not adequate the Manager shall effect such cover as he may determine to be appropriate.

4. The Manager shall be entitled to remuneration (which for the avoidance of doubt shall be recoverable as part of the service charges of leases of the Property) in accordance with the Schedule of Functions and Services attached.

5. On the first and second annual anniversary of the date of this order the Manager shall prepare and submit a brief written report for the tribunal on the progress of the management of the Property up to the date of that report.

6. The Manager shall be entitled to apply to the tribunal for further directions.

7. The Manager shall be entitled to levy a demand on each of the two lessees requiring that within 28 days thereof each of them shall pay to him the sum of £1,000 so that he is in funds to carry out his functions.

8. The Manager shall be entitled to levy a demand, from time to time on each of the two lessees requiring that within 28 days each of them shall pay to him such sum(s) as he may demand so that he is in funds to carry out projects and qualifying works or repair, redecoration or maintenance of the Property.

9. The Manager shall not be required to comply with the provisions of section 20C Landlord and Tenant Act 1985 in respect of any of the projects or works referred to in paragraph 8 above.

Functions and Services

Insurance

(i) Maintain appropriate building insurance for the Property;

(ii) Ensure that the Manager's interest is noted on the insurance policy.

Service charge

(i) If appropriate prepare an annual service charge budget, administer the service charge and prepare and distribute appropriate service charge accounts to the lessees.

(ii) Instruct solicitors to recover unpaid demands or service charges and any other monies due to him.

(iii) Place, supervise and administer contracts and check demands for payment of goods, services and equipment supplied for the benefit of the Property with the service charge budget.

Accounts

(i) Prepare and submit to the Respondent and lessees a periodic statement of account detailing all monies received and expended. The accounts are not required to be certified by an external auditor.

(ii) Maintain efficient records and books of account which are open for inspection. Produce for inspection, receipts or other evidence of expenditure.

(iii) Maintain on trust an interest bearing account/s at such bank or building society as the Manager shall from time to time decide, into which ground rent, service charge contributions and all other monies arising under the leases shall be paid. Such bank or building society shall be in the name of the Manager or his employer.

(iv) All monies collected will be accounted for in accordance with the accounts regulations as issued by the Royal Institution for Chartered Surveyors.

Maintenance

(i) Deal with routine repair and maintenance issues and instruct contractors to attend and rectify problems. Deal with all building maintenance relating to the services and structure of the Property.

(ii) The consideration of works to be carried out to the Property in the interest of good estate management and making the appropriate recommendations to the respondent and the lessees.

(iii) The setting up of a planned maintenance programme to allow for the periodic re-decoration and repair of the exterior and interior common parts of the Property.

Fees

(i) Fees for the above mentioned management services will be a basic fee of £1,500 + VAT for the first year of appointment. Those services to include the services set out in the Service Charge Residential Management Code published by the RICS.

(ii) The annual fee for the second and third year shall be subject to a review by the Manager as he may see fit but any such increase shall not be greater than 5% per annum.

(iii) Major works carried out to the Property (where it is necessary to prepare a specification of works, obtain competitive tenders, give notification to the lessees and supervise the works) will be subject to a charge which shall not exceed 10% of the cost. This fee in respect of the professional fees of an architect, surveyor, or other appropriate person in the administration of a contract for such works.

(iv) Any additional services that may be required shall be charged at rates broadly in line with proposal at [68-70] copies of which are attached hereto for ease of reference.

(v) VAT to be payable on all the fees quoted above, where appropriate, at the rate prevailing on the date of invoicing.

(vi) The Manager or his employer, as the case may be, shall be entitled to retain any commission received for arranging insurance(s) in respect of the Property, without accounting to the lessees in respect thereof.

Complaints procedure

(i) The Manager shall operate a complaints procedure in accordance with or substantially similar to the requirements of the Royal Institution of Chartered Surveyors.

Schedule 2

Statutory Materials

Landlord and Tenant Act 1985

20.- Limitation of service charges: consultation requirements

(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 on appeal from) the appropriate tribunal.

(2) In this section "relevant contribution", in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.

(3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.

(4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—

(a) if relevant costs incurred under the agreement exceed an appropriate amount, or

(b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.

(5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—

(a) an amount prescribed by, or determined in accordance with, the regulations, and

(b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.

(6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.

(7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.

20C.— Limitation of service charges: costs of proceedings.

(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court residential property tribunal or leasehold valuation tribunal or the First-tier Tribunal, or the Upper Tribunal, or

in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken
into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

(2) The application shall be made—

(a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;

(aa) in the case of proceedings before a residential property tribunal, to a leasehold valuation tribunal;

(b) in the case of proceedings before a leasehold valuation tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any leasehold valuation tribunal;

(c) in the case of proceedings before the First-tier Tribunal, to the tribunal;

(c) in the case of proceedings before the Upper Tribunal, to the tribunal;

(d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Landlord and Tenant Act 1987

24.— Appointment of manager by a tribunal.

(1) The appropriate tribunal may, on an application for an order under this section, by order (whether interlocutory or final) appoint a manager to carry out in relation to any premises to which this Part applies—

(a) such functions in connection with the management of the premises, or

(b) such functions of a receiver, or both, as the tribunal thinks fit.

(2) The appropriate tribunal may only make an order under this section in the following circumstances, namely—

(a) where the tribunal is satisfied—

(i) that any relevant person either is in breach of any obligation owed by him to the tenant under his tenancy and relating to the management of the premises in question or any part of them or (in the case of an obligation dependent on notice) would be in breach of any such obligation but for the fact that it has not been reasonably practicable for the tenant to give him the appropriate notice, and

(ii) ...[repealed]

(iii) that it is just and convenient to make the order in all the circumstances of the case;

(ab) where the tribunal is satisfied—

(i) that unreasonable service charges have been made, or are proposed or likely to be made, and

(ii) that it is just and convenient to make the order in all the circumstances of the case;

(aba) where the tribunal is satisfied—

(i) that unreasonable variable administration charges have been made, or are proposed or likely to be made, and

(ii) that it is just and convenient to make the order in all the circumstances of the case;

(ac) where the tribunal is satisfied—

(i) that [any relevant person has failed to comply with any relevant provision of a code of practice approved by the Secretary of State under section 87 of the Leasehold Reform, Housing and Urban Development Act 1993 (codes of management practice), and

(ii) that it is just and convenient to make the order in all the circumstances of the case; or

(b) where the tribunal is satisfied that other circumstances exist which make it just and convenient for the order to be made.

(2ZA) In this section "relevant person" means a person—

(a) on whom a notice has been served under section 22, or

(b) in the case of whom the requirement to serve a notice under that section has been dispensed with by an order under subsection (3) of that section.

(2A) For the purposes of subsection (2)(ab) a service charge shall be taken to be unreasonable—

(a) if the amount is unreasonable having regard to the items for which it is payable,

(b) if the items for which it is payable are of an unnecessarily high standard, or

(c) if the items for which it is payable are of an insufficient standard with the result that additional service charges are or may be incurred.

In that provision and this subsection "service charge" means a service charge within the meaning of section 18(1) of the Landlord and Tenant Act 1985, other than one excluded from that section by section 27 of that Act (rent of dwelling registered and not entered as variable).

(2B) In subsection (2)(aba) "variable administration charge" has the meaning given by paragraph 1 of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

(3) The premises in respect of which an order is made under this section may, if the tribunal thinks fit, be either more or less extensive than the premises specified in the application on which the order is made.

(4) An order under this section may make provision with respect to—

(a) such matters relating to the exercise by the manager of his functions under the order, and

(b) such incidental or ancillary matters, as the tribunal thinks fit; and, on any subsequent application made for the purpose by the manager, the tribunal may give him directions with respect to any such matters.

(5) Without prejudice to the generality of subsection (4), an order under this section may provide—

(a) for rights and liabilities arising under contracts to which the manager is not a party to become rights and liabilities of the manager;

(b) for the manager to be entitled to prosecute claims in respect of causes of action (whether contractual or tortious) accruing before or after the date of his appointment;

(c) for remuneration to be paid to the manager by any relevant person, or by the tenants of the premises in respect of which the order is made or by all or any of those persons;

(d) for the manager's functions to be exercisable by him (subject to subsection (9)) either during a specified period or without limit of time.

(6) Any such order may be granted subject to such conditions as the tribunal thinks fit, and in particular its operation may be suspended on terms fixed by the tribunal.

(7) In a case where an application for an order under this section was preceded by the service of a notice under section 22, the tribunal may, if it thinks fit, make such an order notwithstanding—

(a) that any period specified in the notice in pursuance of subsection (2)(d) of that section was not a reasonable period, or

(b) that the notice failed in any other respect to comply with any requirement contained in subsection (2) of that section or in any regulations applying to the notice under section 54(3).

(8) The Land Charges Act 1972 and the Land Registration Act 2002 shall apply in relation to an order made under this section as they apply in relation to an order appointing a receiver or sequestrator of land.

(9) The appropriate tribunal may, on the application of any person interested, vary or discharge (whether conditionally or unconditionally) an order made under this section; and if the order has been protected by an entry registered under the Land Charges Act 1972 or the Land Registration Act 2002, the tribunal may by order direct that the entry shall be cancelled.

(9A) The tribunal shall not vary or discharge an order under subsection (9) on the application of any relevant person unless it is satisfied—

(a) that the variation or discharge of the order will not result in a recurrence of the circumstances which led to the order being made, and

(b) that it is just and convenient in all the circumstances of the case to vary or discharge the order.

(10) An order made under this section shall not be discharged by the appropriate tribunal by reason only that, by virtue of section 21(3), the premises in respect of which the order was made have ceased to be premises to which this Part applies.

(11) References in this Part to the management of any premises include references to the repair, maintenance, improvement or insurance of those premises.

Commonhold and Leasehold Reform Act 2002

168.- No forfeiture notice before determination of breach

(1) A landlord under a long lease of a dwelling may not serve a notice under section 146(1) of the Law of Property Act 1925 (c. 20) (restriction on forfeiture) in respect of a breach by a tenant of a covenant or condition in the lease unless subsection (2) is satisfied.

(2) This subsection is satisfied if—

(a) it has been finally determined on an application under subsection (4) that the breach has occurred,

(b) the tenant has admitted the breach, or

(c) a court in any proceedings, or an arbitral tribunal in proceedings pursuant to a post-dispute arbitration agreement, has finally determined that the breach has occurred.

(3) But a notice may not be served by virtue of subsection (2)(a) or (c) until after the end of the period of 14 days beginning with the day after that on which the final determination is made.

(4) A landlord under a long lease of a dwelling may make an application to the appropriate tribunal[1] for a determination that a breach of a covenant or condition in the lease has occurred.

(5) But a landlord may not make an application under subsection (4) in respect of a matter which—

(a) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,

(b) has been the subject of determination by a court, or

(c) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(6) For the purposes of subsection (4), *"appropriate tribunal"* means—

(a) in relation to a dwelling in England, the First-tier Tribunal or, where determined by or under Tribunal Procedure Rules, the Upper Tribunal; and

(b) in relation to a dwelling in Wales, a leasehold valuation tribunal.

Tribunals, Courts and Enforcement Act 2007

29.- Costs or expenses

(1) The costs of and incidental to–

(a) all proceedings in the First-tier Tribunal, and

(b) all proceedings in the Upper Tribunal,

shall be in the discretion of the Tribunal in which the proceedings take place.

(2) The relevant Tribunal shall have full power to determine by whom and to what extent the costs are to be paid.

(3) Subsections (1) and (2) have effect subject to Tribunal Procedure Rules.

(4) In any proceedings mentioned in subsection (1), the relevant Tribunal may–

(a) disallow, or

(b) (as the case may be) order the legal or other representative concerned to meet, the whole of any wasted costs or such part of them as may be determined in accordance with Tribunal Procedure Rules.

(5) In subsection (4) "wasted costs" means any costs incurred by a party–

(a) as a result of any improper, unreasonable or negligent act or omission on the part of any legal or other representative or any employee of such a representative, or

(b) which, in the light of any such act or omission occurring after they were incurred, the relevant Tribunal considers it is unreasonable to expect that party to pay.

(6) In this section "legal or other representative", in relation to a party to proceedings, means any person exercising a right of audience or right to conduct the proceedings on his behalf.

(7) ...

The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

Rule 13

13.— Orders for costs, reimbursement of fees and interest on costs

(1) The Tribunal may make an order in respect of costs only—

(a) under section 29(4) of the 2007 Act (wasted costs) and the costs incurred in applying for such costs;

(b) if a person has acted unreasonably in bringing, defending or conducting proceedings in—

(i) an agricultural land and drainage case,
(ii) a residential property case, or
(iii) a leasehold case; or

(c) in a land registration case.

(2) The Tribunal may make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party which has not been remitted by the Lord Chancellor.

(3) The Tribunal may make an order under this rule on an application or on its own initiative.

(4) A person making an application for an order for costs—

(a) must, unless the application is made orally at a hearing, send or deliver an application to the Tribunal and to the person against whom the order is sought to be made; and

(b) may send or deliver together with the application a schedule of the costs claimed in sufficient detail to allow summary assessment of such costs by the Tribunal.

(5) An application for an order for costs may be made at any time during the proceedings but must be made within 28 days after the date on which the Tribunal sends—

(a) a decision notice recording the decision which finally disposes of all issues in the proceedings; or

(b) notice of consent to a withdrawal under rule 22 (withdrawal) which ends the proceedings.

(6) The Tribunal may not make an order for costs against a person (the "paying person") without first giving that person an opportunity to make representations.

(7) The amount of costs to be paid under an order under this rule may be determined by—

(a) summary assessment by the Tribunal;

(b) agreement of a specified sum by the paying person and the person entitled to receive the costs (the "receiving person");

(c) detailed assessment of the whole or a specified part of the costs (including the costs of the assessment) incurred by the receiving person by the Tribunal or, if it so directs, on an application to a county court; and such assessment is to be on the standard basis or, if specified in the costs order, on the indemnity basis.

(8) The Civil Procedure Rules 1998, section 74 (interest on judgment debts, etc) of the County Courts Act 1984 and the County Court (Interest on Judgment Debts) Order 1991 shall apply, with necessary modifications, to a detailed assessment carried out under paragraph (7)(c) as if the proceedings in the Tribunal had been proceedings in a court to which the Civil Procedure Rules 1998 apply.

(9) The Tribunal may order an amount to be paid on account before the costs or expenses are assessed.

Note: Permission to Appeal

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. The application for permission to appeal must arrive at the Regional office within 28 days after the day the tribunal sends out the written reasons for the decision to the person making the application.

3. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

4. The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking to achieve.

Services excluded from the fixed rate Block Management Fee

a) carrying out an inspection of the Property (other than the common parts thereof), or a building survey or valuation of the Property for security purposes, or preparing or checking an inventory;

Single Item Defect Report – from £350 + VAT
Building Survey – from £850 + VAT
Asset Valuation – from £400 + VAT
Freehold Enfranchisement valuation – from £600 + VAT

b) offering vacant property to let, preparing tenancy agreements, advising the Client on rents, consulting Rent Officers and making submissions to the Rent Assessment Committee, advising the Client on the terms of any lease or negotiating the terms of any new or varied lease;

Preparation of Tenancy Agreement - £150 + VAT
Finding a tenant for a residential letting – 8% of the annual rent
Preparation of evidence and Rent Officer applications – from £400 + VAT
Preparation of Deed of Variations to extend or vary a single clause in a lease – from £400 + VAT

c) advising on right to manage, freehold purchase/enfranchisement applications and/or the sale of shares in any Freehold company to non freehold owners or any non demised parts of the building; including preparing statutory valuations, service of notices, formation of right to manage and/or freehold/management companies, preparation of EGM notices, attendance at meetings, changes to the company structure (Memorandum & Articles of association) to facilitate any grant/issue/allotment of shares, sale of shares, managing a bank account for the purpose, negotiating premiums, advising on how to deal with/allocate the proceeds of sale including grant of dividends, advance corporation tax and executing deed of variations to grant lease extensions;

Right to Manage Applications – Serving participation notice - £100
Right to Manage Applications – Serving claim notice - £250
Lease Extension valuation – from £300 + VAT
Freehold Enfranchisement valuation – from £600 + VAT
Serving Notice for information or to claim rights for enfranchisement or lease extension – from £250 + VAT
Preparation of Deed of Variations to extend or vary a single clause in a lease – from £400 + VAT
Checking constitution of a company, calling a meeting & drafting changes to the Memorandum & Articles of Association to enable shares to be sold in the Freehold Company or disposal of part of the building - £250 + VAT
Formation of a RTM or RTE Company - £160 + VAT
Negotiation on enfranchisement and right to manage matters - £150 per hour

d) post questionnaire or board resolution to vary a defective lease clause under S37 of the 1987 Landlord & Tenant Act to draft replacement lease clauses, prepare a case for First Tier Tribunal and register changes to the lease with HM Land Registry;

Preparation of Deed of Variations to extend or vary a single clause in a lease – from £400 + VAT

e) initiating or responding to, conducting, negotiating with the parties, preparing evidence for and attending hearings or First Tier Tribunal and otherwise dealing with any rent review, party wall proceedings, application for a grant or for consent, insurance claims, arbitration or litigation;

For FTT, Court Work, Arbitration or Litigation hourly rate applies, from £80-£150 depending on grade of person attending
Rent review initial report – from £350
Rent review negotiations – greater of £600 or 10% of the new rent agreed
Party Wall Act work – from £750 per award

f) preparing statutory notices to include consultation notices to comply with landlord & tenant legislation

Service of Section 20 Notices – fees depend on value of works
Stage 1 - from £100 + VAT
Stage 2 – from £250 + VAT
Stage 3 – from £100 + VAT

g) dealing with 3rd party company secretaries to maintain the legal ownership registers where notice of transfer is not received from a purchaser on sale and detective work is required to trace sales that are not notified to us, dealing with non panel accountants or an accountant who will not visit our offices to view bank, invoice & other audit records to which a time charge for copying original records will apply.

Hourly charge as per time taken, rate depends on expertise of staff involved from £80 - £150 per hour

h) dealing with local government matters including registration of Houses in Multiple Occupation, council tax valuations, planning permission, building regulations consent and grant applications;

Hourly charge as per time taken, rate depends on expertise of staff involved from £80 - £150 per hour

i) advising on or assisting with enforcing contracts where the contracting parties do not include the Client/Client Company, or where Ringley were not the appointed managing agent/contract administrator at the time hence researching time is required;

Hourly charge as per time taken, rate depends on expertise of staff involved from £80 - £150 per hour

j) supervising and verifying the performance of contractors or other professional consultants whose work would normally require verification by a Surveyor; ie, where repair or improvement works are procured via an informal tender situation as opposed to a project run by an Engineer under a JCT contract.

Fee basis the greater of an hourly rate fee for acting on the instructions of the Client or 5% whichever is the greater.

k) acting as liaison between Directors, Lessees for capital works projects on which Ringley are not appointed as Contract Administrator including the co-ordination of outside consultants, contractors.

Fee basis for such works to be remunerated at : Value of works £1-£50,000 - 3%, £50,-£100,000 – 2.5%, £100-£200,000 – 2%, £200-£300,000 - 2%, £300,000+ – 1.5%

l) preparing specifications for tender, supervising and measuring works the cost of which exceeds the specified expenditure limits and for non-routine matters and where expenditure is in excess of the limits contained in the Landlord and Tenant Acts 1985 and 1987 or as subsequently amended;

From 8-15% of the value of the works, chargeable £1,000 for specification, £750 for tender analysis with balance drawn down as job milestones reached.

m) advising on safety or health matters to any part of the property including Access Audits, compliance with the Disability Discrimination Acts, Water Treatment or other requirements laid down by insurers, the Local Fire Officer or local government;

Hourly charge as per time taken, rate depends on expertise of staff involved from £80 - £150 per hour

n) complying with requirements on Clients by their insurers or health & safety legislation insofar as they relate to the waste, neglect, negligence, lack of repair or compliance with IEE, gas safety or water regulations as applicable to individual flats;

Hourly charge as per time taken, rate depends on expertise of staff involved from £80 - £150 per hour

o) after notifying a lessee in writing 2 times of a potential breach of covenant, preparing repairs and/or breach of covenant or forfeiture notices is chargeable;

Charge to lessee in default, legal letter £20 + VAT

Letter setting out breach of specific clauses in the lease - £105 + VAT
Section 146 Notice - £200 + VAT

p) any advertising and recruitment of staff on behalf of the Client;

Disbursements as passed on by newspaper or advertising media

q) supplying extra copies of statements of account and copies of any other documents;

Copy charge at 10pence per sheet + hourly rate for administrative time incurred at a maximum of £80 per hour

r) if the Client is a company, acting as Company Secretary;

1-5 flats - £210 + VAT per year
6-20 flats - £260 + VAT
20+ flats - £260 + £6 per additional flat > 20 flats

s) dealing or advising upon applications for assignment of tenancies or leases, sub-lettings, alterations and changes of use.

Surveyors Pre works determination - this is a desk based determination whereby a Building Engineer / Building Surveyor to confirm that the works require a structural assessment or ruling that works as whole will not adversely affect the structure of the building. Our fees for stage 1 are: £150 + VAT (£176.25)

Structural Assessment - if required
Building Surveyor / Building Engineers inspection / tracing all load bearing walls or mapping external wall openings through the entire building to enable an impact assessment of the loading and load transfer impact of your proposals. This may be desk based where we have lease / design plans of all units otherwise your co-operation to organize access with neighbours will be necessary. Fees are based on our hourly rate of £150 per hour.

Legal fees for preparing the Licence to Alter - Our fees for stage 3 are: £250 + VAT (£293.75)

Inspection Fees - Where works are 'structural' a final inspection is always required. Depending on the risk of the works to other parts of the building it may be a requirement of the Licence that temporary works are inspected and/or other inspections during the course are made to ensure works are effected safely so as not to prejudice the integrity of the remainder of the building. This allows for inspection during the construction phase for the project and allows to ensure that structural supports necessary are actually installed. Our fees for stage 4 are at our hourly rate of £150 per hour.

t) providing copies (other than odd 1 off copies) of supporting invoices or other property records. All property records and invoices will be made available for inspection at our offices during working hours with or without appointment at no charge.

Copy charge at 10pence per sheet + hourly rate for administrative time incurred at a maximum of £80 per hour

u) Ringley has a panel of accountants who, if appointed, will inspect Client bank statements, invoices, paying in book, cheque book stubs, bank reconciliations and other relevant information on site at Ringley House. Where a Client chooses a panel accountant no charges will be made for taking copies of the Client's full financial records for collection or despatch, otherwise the copy charge below, subsequent revision thereof, will apply.

Copy charge at 10pence per sheet + hourly rate for administrative time incurred at a maximum of £80 per hour