

A GUIDE TO THE BELGRAVIA ESTATE MANAGEMENT SCHEME

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INTRODUCTION

This leaflet has been produced by Grosvenor. It is addressed to everyone affected by the Grosvenor Belgravia Estate Management Scheme (the Scheme) and is intended to explain what this means in practice.

As a freehold owner you should have received a copy of the full text of the Scheme either before it came into effect or at the time you bought your house or your freehold. This leaflet aims to support but not to override the full text which we urge you to study carefully.

BACKGROUND

The need for a scheme

The Scheme provides a framework of management for the continued conservation of the 200 acre Belgravia Estate in the context of the Leasehold Reform Acts. Its purpose is to maintain adequate standards of appearance and amenity and regulate redevelopment in the area of the Estate. It is the intention of the Estate that the implementation of the Scheme should benefit freehold owners and leaseholders alike.

Those opposed in principle to the concept of Estate Management Schemes may argue that strong planning policies and an increasing public awareness of the value and fragility of the built environment are sufficient to ensure the conservation of the historic estates as they pass out of the hands of the original landlord into the hands of individual owners. In reality, planning laws alone cannot be relied upon to provide the sanctions against undesirable alterations or plain neglect that are provided for under the terms of a lease and which the Scheme will continue to provide as leaseholders enfranchise.

Pressures for development and change increase year by year and the very affluence that can promote conservation can also militate against it: developers strive to maximise profit whilst individual new owners aspire to make their mark. Both often act without due regard either to the interests of neighbours or to the effect on the area as a whole. Over time, unchecked individualism and the lack of a wider perspective can lead to the gradual erosion of architectural quality, the inherent appeal and ultimately the amenity of properties in Belgravia. Furthermore, without the obligations imposed under the terms of a lease, there is a danger that the overall appearance of the area will be a hit-and-miss affair, dependent on the circumstance and whim of each individual owner. Whilst the Scheme undoubtedly does constrict the freedom of an enfranchised owner, by the same token it also protects him from his neighbour's undesirable development.

Why the Estate is worth conserving

In terms of townscape and architectural quality, the long term ownership and stewardship of Mayfair and Belgravia by Grosvenor has had a profound effect on the way in which they have been developed. There was and still remains a unity of design and, although the style was changed in response to the dictates of taste as time passed, the layout of terraces, squares and crescents is remarkably consistent with the original designs. Belgravia remains one of the finest examples of Regency architecture in Europe.

The master builders such as Thomas Cubitt and Seth Smith together with the Estate Surveyors, including the Thomas Cundy dynasty, were largely responsible for building Belgravia but others, such as George Basevi in Belgrave Square, had considerable input and influence.

The importance of planning legislation

Successive post-war legislation introduced since the 1947 Town & Country Planning Act has responded to increasing pressure for development, particularly in valuable inner city areas, and a greater appreciation of the importance of the built heritage.

Listed Building consent is required for any alterations or changes to a Listed Building, irrespective of whether planning consent is required.

Estate Management Policy

Policies adopted by Grosvenor to control the alteration of individual properties have been framed to take the long term view for the area as a whole. The broad aim has been to conserve the original fabric of the building intact whilst allowing modest alteration and the insertion of modern elements to accommodate contemporary living patterns and to meet the aspirations of individual owners.

There is a wide range of different types of accommodation across the Estate which over the years Grosvenor has been keen to promote and retain so as not to change the inherent character of the Estate. The typical 19th Century town house plan is notably adaptable without drastic change and occupiers have a wide choice of accommodation types to choose from, ranging from small flats and mews houses through to large terraced houses and lateral apartments. While internal alterations are usually reversible allowing the building to happily suit the needs of successive owners without the irretrievable loss of original fabric, major extensions whether above ground or below ground and the linking of buildings that have not been historically linked can, irreversibly, change the character of both the house and the area. Although some of these works may receive planning permission as 'permitted development' because there are no planning controls to restrict them, one of the important features of the Scheme is that Grosvenor may, in certain circumstances, withhold its consent under the Scheme.

Firm proactive policies have also been pursued consistently in the interests of conservation and improvement, for example by:

- Replacing the railings to the garden squares and to several terraces which were removed during the Second World War
- Requiring regular external redecoration of the properties
- Prohibiting estate agents' boards
- Controlling the siting of external lighting, burglar boxes, signage, cable wires and other impedimenta which fall outside normal planning constraints.

Careful attention to detail as well as a broad strategy for managing change is important in preventing incremental loss of quality.

Leasehold enfranchisement

When leasehold enfranchisement legislation was introduced in 1967 to cover properties below a prescribed rateable value, the Act recognised the importance of conserving the historic estates and included provision for setting up Estate Management Schemes. In 1973 the Belgravia Scheme was approved by the High Court (followed in 1996 by the Mayfair Scheme which was approved by the Leasehold Valuation Tribunal pursuant to the 1993 Leasehold Reform, Housing and Urban Development Act).

It was recognised from the outset that to work efficiently for the benefit of all parties, it was essential for Management Schemes to have the wide support of existing owners and leaseholders and sufficient "teeth" to be effective. They are now a Local Land Charge and therefore binding on the owners of each enfranchised property within it.

THE SCHEME

What is its purpose?

To enable Grosvenor, once they have lost the controls contained within the lease but working with the owners, to continue to regulate the development, use and appearance of the Estate.

Who does it affect?

All freehold owners who have bought their freeholds from Grosvenor, and their successors (including their tenants and under-tenants) if any.

What are these obligations and conditions and how can they be enforced?

An owner's obligations are similar to the covenants and conditions which were contained in the previous long lease. They can be enforced by Grosvenor, through the Courts if necessary.

There are restrictions under the Scheme as to:

- User – including the retention of residential use
- Nuisance – whether caused by the building or its occupants
- Alterations to a property
- General appearance – that affect the structure or architectural appearance
- Trees – no pruning or felling without Grosvenor's consent

...and positive obligations to:

- Keep the house in good repair
- Look after the garden
- Allow inspections
- Make good any breaches of an obligation or restriction under the Scheme
- Pay for the work which the landlord has had to carry out "in breach"
- Insure the property and reinstate damage
- Contribute towards the maintenance of things used in common – such as drains and sewers
- Obtain and provide copies of all statutory consents for alterations
- Contribute towards the cost of managing the Scheme
- Register any change of ownership with the landlord

Management of the Garden Squares

The Garden Squares remain in the ownership of Grosvenor but, in practice, Grosvenor delegates some of its rights and obligations to the garden committee consisting of owners and leaseholders who are entitled by virtue of the terms of their present or previous leases to "walk in the garden". Freeholders continue to have the rights to use the gardens (if any) specified in the original leases and in addition in Belgravia may also obtain a concession to use Belgrave Square Garden (www.grosvenor-gardens.co.uk). Owners must continue to pay a reasonable proportion of the cost of maintaining "their" garden.

...and the private mews

In Belgravia the Estate includes some 40 private mews. Provisions relating to their upkeep are set out in the First Schedule of the Scheme. As with the gardens, owners of mews properties must pay a reasonable proportion of the wardens, repairs and other costs.

Alterations

Under the Scheme (Clause 17) Grosvenor retains control over all works to properties and it must be provided with copies of all Planning and Listed Building applications that an owner submits.

Owners are responsible for costs reasonably and properly incurred by the landlord in connection with applications for approval.

It is important to remember that if a building is listed, Listed Building consent is required for all internal as well as for external alterations, whether to the original building fabric or to later work. Westminster City Council's or, as appropriate, the Royal Borough of Kensington & Chelsea's planning and conservation officers are generally able to advise on proposals at an early stage as are Grosvenor's building surveyors.

A set of guidelines is available from Grosvenor for anyone planning alterations to their house.

Representation of owners and leaseholders

The Belgravia Scheme does not have a formal requirement for resident representation or formal consultation but since the Belgravia Residents Association was formed there has been a regular dialogue with Grosvenor, dealing with many of the issues covered by the Scheme.

Maintaining a register

For the smooth running of the Estate, it is important to have an up to date and accurate record of ownership. Procedures for notifying a change of ownership of freehold properties are laid down under Clause 27 of the Scheme.

The cost of the Scheme

The Scheme provides for the owner to pay Grosvenor an index-linked sum which is charged in December each year as a contribution towards the cost of running the Scheme. The charge for Belgravia residents in 1973 was £10; in 2014 the charge was £103.52. Individual owners may in addition be charged legal and surveyors' costs that Grosvenor may incur in dealing with an enfranchised property.

POLICIES UNDER THE SCHEME

There are numerous policies within the Scheme but the ones that arise most frequently are related to building works. Applications for alterations, accompanied by drawings, must be made to the Grosvenor building surveyor who can advise on the procedure to follow. The general principles that apply are that:

- Alterations to the external fabric or structure of the building may not commence without both Grosvenor's and Local Authority consent.
- Reasonable professional fees incurred on behalf of Grosvenor are chargeable to the applicant and the works will be inspected in progress and on completion.

- Alterations include all those small changes which, particularly on the street elevations, have an incremental affect on the general appearance of the whole area. Even minor alterations to doors, windows, railings, steps and pipework, or the installation of terraces, dish aerials, vents and grilles may require Listed Building consent as well as Grosvenor approval. Consent for decoration work or 'like for like' repairs is not required unless, in a mews, you wish to change the colour of the external paintwork.
- Where applicable under the Party Walls Etc Act 1996, Grosvenor will need to be treated as an Adjoining Owner.
- Where a particular street or area has been or is being subjected to a number of construction projects at any one time, then Grosvenor may insist that building works are delayed or reprogrammed to avoid further nuisance being caused to the neighbours.

Basements & Subterranean Development

The excavation of basement storeys is not encouraged and even though they may not be visible from outside once completed, they still require Grosvenor's consent under the Management Scheme.

Our experience is that subterranean development has the potential to cause severe and unpredictable problems both for the buildings themselves and for the amenity of the local area. In particular:

- When originally constructed, traditional Belgravia buildings were built on shallow foundations with 'flexible' lime mortars that allowed them to move with the seasons without undue distress. Basement constructions, particularly mid terrace, insert a rigid concrete box into a flexible terrace with the result that while the developed building stays reasonably stable, the buildings either side can be subject to excessive movement and cracking which may not be covered by either the Party Wall Awards or insurance.
- Belgravia was formerly marshland and as such the water table varies in depth but is often surprisingly near to the surface. Excavating through the water table, while technically possible, creates additional construction difficulties as well as posing uncertainties over where the water may be diverted to and what the incremental effect of a number of basements may be on adjoining properties.
- Increasing the floor areas of buildings requires a greater degree of servicing, especially in terms of gas, water and electricity. Basements in particular tend to need more power – whether for lighting or mechanical ventilation – and these increasing demands on local infrastructure are potentially unsustainable in the longer term.
- Subterranean development inevitably adds complexity and time, occasionally by several years, to a construction programme. In Belgravia in recent years and notwithstanding the professed credentials of the construction professionals involved, the Health & Safety Executive has had to serve several enforcement notices for dangerous practices on site. There has been a fatality directly associated with basement excavation and several structural failures.
- Excavating under gardens reduces the ability of the ground both to provide sustainable natural drainage and to provide space for planting that would encourage bio-diversity and help to reduce the 'heat-island' effect of living in a city.

Taking these issues into account, although any applications for subterranean development will be considered on their merits, consideration will be subject to a whole range of factors including, but not limited to:

- Whether the house is listed (or is adjacent to a listed building), in a Conservation Area or unlisted
- Whether the house is in a terrace, semi-detached or detached

- The complexity of the engineering involved in terms of the likely fragility of the existing structure, the ground and sub-soil conditions and the depth of the excavation
- The professional expertise with which the proposals have been prepared and presented
- The extent to which it can be demonstrated that the method of construction proposed has had no long term deleterious effects in projects concerning other properties
- The extent to which the garden (if any) will be permanently affected by any excavation
- Access to the site and the number of previous and active schemes in the area
- Excavations below existing floors that are already below street level are unlikely be permitted unless the existing floor to ceiling height is less than 2400mm (in which case excavations to achieve that clearance will be permitted), or where a swimming pool, isolated from the party walls, is to be installed. The maximum depth of a basement storey should not exceed 3.0M from the top of the basement floor slab to the underside of the structural ceiling and excavations that conflict with a 45° line taken from the bottom of the foundations of an adjacent listed building are unlikely to be approved.
- Subject to the above, buildings where basements are more likely to be acceptable include commercial buildings (both the developed building and its neighbours, if any), where the site is to be fully redeveloped, where there is good access to the site and where nuisance and inconvenience to neighbours will be minimal.

In the event that consent is granted, it will be subject to an extensive list of conditions that will need to be satisfied before, during and after completion of the works.

Even minor alterations to doors, windows, railings, steps and pipework, or the installation of terraces, dish aerials, vents and grilles may require Listed Building consent as well as Grosvenor approval. It does not include decoration work unless, in a mews, you wish to change the colour of the external paintwork.

Further general principles include:

- TV aerials: to be sited as unobtrusively as possible
- Cable TV: no wiring to be affixed to the front elevation
- Burglar alarm boxes: to be sited at or below pavement level
- Street numbering and lettering: to be painted by a competent sign writer
- Window boxes: at basement and ground floor levels only (excluding first floor balconies and terraces)

The Council's planning policies are set out in their current Unitary Development Plan (UDP), although this document is being superseded by the City Management Plan, which is available on their website (www.westminster.gov.uk). Further guidance can be obtained from Historic England (www.historicengland.org.uk).

The Clients Advisory Service of the Royal Institute of British Architects is happy to suggest the names of architects with appropriate experience:

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A BRIEF HISTORY OF BELGRAVIA

The Manor of EIA

The Manor of Eia was in existence in Saxon times. From the Norman conquest it was held by Geoffrey de Mandeville, one of the great 'robber barons' until, around 1100, concerned for his immortal soul, he gifted the Manor to the Abbey and Convent of Westminster.

The Northern boundary of the Manor was the Roman Bath-London road (now Oxford Street) and the boundary to the south the River Thames, whilst the western and eastern extremities were the Rivers Westbourne and Tybourne respectively. The Manor comprised 482 acres to the north of Piccadilly and 608 acres to the south. In the 13th century it formed part of the parish of St Margaret's Westminster.

The Manor was acquired by Henry VIII from the Abbey of Westminster. As may be seen from the simple plan of the Manor of Eia, this enclosure was broken down into a number of subsidiary named parcels of land, the largest of which was the Manor of Ebury. In the early 17th century, the southernmost part, nearest to the river, was predominantly marshy ground while the northern higher section was mainly pasture and arable land laid out in fields with few buildings, mostly farms and farm labourers' cottages. This Manor of Ebury was to be the inheritance of Mary Davies who brought it into the Grosvenor family.

The Manor of Ebury

During late Tudor and early Stuart years, the Manor of Ebury became a sinecure for court servants or favourites as a favour or reward dispensed by the Crown, normally on a long lease, until, in 1623, James I sold the freehold of the site of the Manor for £1,151.15s.0d. Passing profitably through more hands it was, in 1626, sold by the Earl of Middlesex and his two co-owners to Hugh Awdeley for £9,400. Awdeley was a lawyer, Registrar of the Court of Wards and Liveries, and was immensely rich. He was also something of a money lender. Holding the Manor until his death in 1662, Awdeley sold off a few parcels of land, but kept most of the estate intact.

A draper and merchant adventurer named John Davies married the niece of Hugh Awdeley. They had two sons; Thomas, the elder, who was knighted and became Lord Mayor of London. The younger son, Alexander, became a scrivener (legal draughtsman) employed by Awdeley and, after various changes to Awdeley's will, also became his heir, his brother giving to him his share of the estate. His income from the inheritance was in the region of £1,300 per annum but his benefit short lived. His daughter, Mary, was born on 17 January 1665, and Alexander died in the following year, aged 30 - it is suspected from the plague - leaving his infant daughter as heiress to the Manor.

Mary's inheritance comprised 'The Hundred Acres', north of Piccadilly, embracing most of the modern Mayfair, and south of Knightsbridge, today's Belgravia and Pimlico, then known as 'The Five Fields'.

The Marriage

Lord Berkeley of Stratton was Lord Lieutenant of Ireland and owner of Berkeley House, Piccadilly, one of the three great Piccadilly mansions of the 17th century. In 1671, negotiations were entered into for the marriage of Mary Davies, then aged 7, to Lord Berkeley's son, Charles, then aged 10. The price fixed was £5,000 to be paid by Berkeley in cash together with land to the value of £3,000. The contract was drawn up and signed on 12 December 1671. Berkeley, as it transpired, was unable to fulfil the land settlement and, as a result, the proposed marriage fell through.

Many offers were made for the hand of the young heiress before a treaty was concluded with the family of Sir Thomas Grosvenor of Eaton in Cheshire. His pedigree was impeccable, going back to the conquest from which time the family has held lands in Cheshire and North Wales, while a Grosvenor was almost always MP for Chester. Sir Thomas's mother was the daughter of Sir Thomas Myddleton of Chirk Castle, between Oswestry and Llangollen.

On 10 October 1677, they were married in St Clements in the Strand, Sir Thomas aged 21, Mary 12 years and 8 months. Thus came the Manor of Ebury into the Grosvenor family.

In 1720, Sir Richard, eldest son of Sir Thomas and Dame Mary Grosvenor, decided to develop 'The Hundred Acres', the northern lands of his London estate today known as the Grosvenor (Mayfair) Estate. On his death in 1732 the development was continued by his brother and successor, Sir Thomas Grosvenor, 5th Baronet, MP, and subsequently by their younger brother, Sir Robert Grosvenor, 6th Baronet, MP.

It was in 1813, shortly before his death, that James Wyatt drew up the first outline plan for the development of what was to be Belgravia. In the same year two brothers, Alexander and Daniel Robertson, prepared similar plans, but on a more extensive scale, with a view to proposing a speculative development of housing. Within their plan, and in contrast to that of Wyatt, the Robertsons proposed the re-routing of the King's Road, its length to be broken by the building of a square along its axis, as it turned out, the future Eaton Square. Although the Robertsons withdrew from the project, the line of the King's Road was altered in 1820 to conform to their idea. A year later the scheme underwent its final revision at the hands of the Grosvenor Estate Surveyor, although it has never been clearly established whether credit for the final layout should go to William Porden, the outgoing Surveyor, or to Thomas Cundy, his successor in 1821. As Cundy presented the completed plan to the Grosvenor Board in 1825 and oversaw the actual development, it has seemed traditionally reasonable that the prestige should go to him.

The plans for development were prepared at a propitious moment. Following the Napoleonic Wars, that culminated in victory at Waterloo in 1815, came a housing boom in London. Two factors at the time generated demand for homes in Belgravia; the decision of George IV to move into Buckingham Palace as his permanent royal residence in 1821, the year after his accession, and the proximity of the Houses of Parliament in Westminster. It was the ideal location for houses both for the beau monde and for wealthy members of the expanding business community situated, as it was described at the time, between town and country.

The development of Belgravia was virtually dominated by one man, Thomas Cubitt, today acknowledged as probably the finest builder/developer in 19th century London. Even so, the scale of the project was far too large for the Cubitt family business to carry out on its own and much building was contracted out to known reputable builders, although generally building to the designs of Cubitt's architect brother, Lewis.

Thomas Cubitt (1788-1855) was the son of a Norfolk farmer. As a journeyman carpenter, he made a journey to India as ship's carpenter from which he saved enough money to set up his own business in Gray's Inn Road upon his return. Here he developed the first modern building enterprise employing all types of tradesmen on permanent wages. The acknowledged high quality of his design and building, the urban development, public buildings or country houses, was supplemented by standards of drainage, sewerage, lighting and paving of roads such as had never been seen in London. These activities apart, Cubitt made recommendations on the provision of public parks and the control of smoke. He was one of the organizers of the Battersea Park Scheme and was a guarantor of the Great Exhibition of 1851, as well as a major contributor to the preparation of the Metropolitan Buildings Act of 1855.

In 1815 Cubitt built the London Institution in Finsbury Circus, thereafter, for a number of years, concentrating on speculative house building at Highbury Park, Newington and in Islington and Camden Town. From 1820 he was involved with the Duke of Bedford and other landowners to develop areas of St Pancras, including Tavistock and Gordon Squares, but his greatest London achievement was for Lord Grosvenor with whom he made an agreement in 1824 to develop what is today Belgravia, and in August of the same year to develop land in Pimlico. Although he transferred Belgrave Square to a syndicate whose architect was George Basevi, he both developed all, and built much, of modern Belgravia and Pimlico, the north side and west end of Eaton Square, together with the layout of the gardens epitomising the lasting classical grandeur of Cubitt design and building.