

GROSVENOR MAYFAIR ESTATE
MANAGEMENT SCHEME

Grosvenor
70 Grosvenor Street
London
W1K 3JP

Tel: 020 7408 0988
Fax: 020 7629 9115

THE SCHEDULE

THE SCHEME made pursuant to Section 19 of the Leasehold Reform Act 1967 as amended by Chapter IV of Part I of the Leasehold Reform Housing and Urban Development Act 1993 for the management of the GROSVENOR MAYFAIR ESTATE LONDON

TABLE OF CONTENTS

Clause

Interpretation and Introductory

1. Definitions
2. Interpretation
3. Table of contents marginal notes and cross headings
4. Application of the Scheme

Maintenance Obligations of Owner

5. Repair
6. Decorate Exterior
7. Comply with notice to repair or decorate

Regulation of Use and Appearance

8. Private residential use only
9. No advertisements etc
10. Telephone wires
11. External aerials etc

No Alterations and Additions Without Consent

12. Regulation of Development
13. Plans of rebuilding and reinstatement

Trees

- 14. Not to lop trees
- 15. Permit Landlords to lop trees
- 16. Permit landlord to repair
- 17. Common gardens

Notice to Landlord

- 18. Notice of devolution of title

Financial Obligations of Owner

- 19. Management charge
- 20. Costs relating to enfranchised property
- 21. Recovery of sums due

Miscellaneous

- 22. Change of Landlord
- 23. Consultation
- 24. Arbitration
- 25. Variation of Scheme
- 26. Service of Notices

THE SCHEDULE

- I. Provisions relating to common gardens

Interpretation and Introductory

Definitions

- I. In this Scheme the following expressions have the following meanings unless the context otherwise requires:

| <u>Expression</u> | <u>Meaning</u> |
|-----------------------|--|
| The 1967 Act | The Leasehold Reform Act 1967 as amended |
| The 1993 Act | The Leasehold Reform Housing and Urban Development Act 1993 |
| The Landlord | (Subject to the provisions of Clause 22 hereof) Grosvenor (Mayfair) Estate (an unlimited company) whose registered office is at 53 Davies Street London W1K 1FH |
| The Estate | The lands and buildings shown surrounded by a black line on the plan annexed hereto and marked "Estate Plan" and known as the Grosvenor Estate in Mayfair in the City of Westminster |
| The Surveyor | The Landlord's Surveyor |
| Original Transfer | The Transfer whereby the freehold interest in any property comprised in the Estate shall have been acquired from the Landlords by any other person |
| Enfranchised Property | Any property forming part of the Estate of which the freehold shall have been acquired from the Landlord by any other person either (i) in exercise of his rights under the 1967 Act or (ii) in exercise of his rights under Chapter I of Part I of the 1993 Act (ii) under an Original Transfer containing a statement that the provisions of this Scheme shall apply thereto Including the dwelling house buildings and erections for the time being comprised therein |

| | |
|----------------------------|--|
| The Owner | The person for the time being entitled to the freehold interest in an enfranchised property and also (where the context so admits) any other person from time to time occupying or having an interest in such enfranchised property |
| The Consultative Committee | A committee consisting of not more than three representatives of the Landlord as the Landlord shall from time to time appoint and not more than three representatives of such amenity group or residents' association or society ("the amenity group") operating wholly or partly within the Estate as shall be recognised from time to time by Westminster City Council as the official amenity group (currently the Residents' Association of Mayfair Limited) provided that if there shall be no such recognised amenity group or more than one recognised amenity group the Landlord shall nominate which amenity group shall appoint representatives to the committee |
| The Order Date | The date of the Order of the Leasehold Valuation Tribunal approving this Scheme |

Interpretation

2. In this Scheme where the context so admits
 - (1) The singular includes the plural and vice versa
 - (2) The masculine includes the feminine
 - (3) "Person" includes "Corporation" and
 - (4) Where the Owner comprises two or more persons the obligations hereby imposed on the Owner shall be joint and several obligations

Table of Contents Marginal Notes and Cross-headings

3. The Table of Contents and headings are for convenience of reference only and shall not affect the interpretation or construction of this Scheme

Application of the Scheme

4. Save as hereinafter expressly provided the provisions of this Scheme shall apply in respect of all the enfranchised properties comprised in the Estate and shall be binding upon the Owner of every enfranchised property and his successors in title

Maintenance Obligations of Owner

Repair

5. The Owner (which expression shall for the purposes of this Clause and Clause 6 of this Scheme be the person for the time being entitled to the freehold interest in the enfranchised property and not any other person) shall at all times well and sufficiently repair and keep in repair the exterior and the internal load-bearing parts of the enfranchised property and every part thereof

Decorate Exterior

6. (1) The Owner shall at all times well and substantially paint and cleanse the exterior of the enfranchised property
- (2) Without prejudice to the generality of the foregoing the Owner shall in the year specified in the Original Transfer (being three years after that in which the exterior painting was or should have been carried out) and thereafter in every third year paint in a proper and workmanlike manner the whole of the outside woodwork ironwork metalwork and cement or stucco work (if any) and other external parts of the enfranchised property usually painted with two coats at least of good quality paint approved in writing by the Surveyor (such approval not to be unreasonably withheld) the painting of the cement or stucco work (if any) to be finished with a light cream colour of a tint previously approved in writing by the Surveyor (such approval not to be unreasonably withheld)
- (3) Without prejudice to the generality of the foregoing the Owner shall as often as in the reasonable opinion of the Surveyor may be necessary clean the exterior stonework of the enfranchised property in such manner as shall be previously

approved in writing by the Surveyor and clean and repoint the external brickwork (if any) of the enfranchised property but otherwise than in black pointing

Comply with Notice to Repair or Redecorate

7. (1) The Owner shall permit the Landlord or the Surveyor with or without workmen and others at any time reasonably convenient to the Owner upon reasonable notice in writing (except in the case of emergency) to enter upon the enfranchised property to view the condition thereof Provided Always that the Landlord or the Surveyor will not seek to exercise such right of entry without reasonable belief that there is a breach of the provisions of Clauses 5 or 6 of this Scheme
- (2) The Owner (here meaning only the freeholder as mentioned at the beginning of Clause 5) will repair and make good all defects and wants of repair or any breach of the Owner's obligations under Clauses 5 and 6 hereof of which notice in writing is given by the Landlord and if the Owner (here meaning only the freeholder as mentioned at the beginning of Clause 5) does not within three calendar months after such notice or such reasonable time as the Landlord specifies in such notice (or immediately in case of emergency) commence such repairs and making good or remedying such breach and thereafter proceed diligently with the same then the Owner (as defined in Clause 1) shall permit the Landlord (but without prejudice to any other right or remedy of the Landlord) to enter upon the enfranchised property with all necessary workmen and appliances and execute such repairs or other works as are necessary to secure compliance with the notice AND the reasonable and proper costs and expenses thereby incurred by the Landlord (including solicitors' and surveyors' fees) shall be a liquidated debt and paid by the Owner to the Landlord on demand Provided Always that
 - (i) the Landlord shall not seek to recover any such costs from any person having an interest in the enfranchised property or any part

or parts thereof pursuant to a lease granted for a term equal to or less than 7 years;

- (ii) the Landlord's right to recover such costs from any person having an interest in any part or parts (as distinct from the whole) of the enfranchised property by virtue of a lease ("the existing lease") granted for a term of more than 7 years shall be limited to the recovery of such proportion of such costs as is fair and reasonable in all the circumstances having regard (inter alia and without prejudice to the generality of the foregoing) to the terms of the existing lease and in the event of any dispute as to what is fair and reasonable either the Landlord or any such Owner shall be entitled upon prior written notice to the other to require such dispute to be referred to an independent surveyor to be appointed and to act in the same manner and on the same terms as referred to in subparagraph (iii) of this clause (*mutatis mutandis*)
- (iii) except in case of emergency the Landlord shall not exercise its right of entry under this sub-clause if the Owner disputes such entry and within 28 days of receiving notice from the Landlord that it proposes to exercise such rights the Owner gives notice to the Landlord that the Owner wishes the matter to be referred to an independent surveyor whereupon the Landlord will refer the matter to an independent surveyor to be appointed by the Landlord and the Owner or (if they do not agree such appointment) by the President or a senior Vice-President of the Royal Institution of Chartered Surveyors to act as an independent expert (whose fees shall be paid by the Landlord or by the Owner as the independent surveyor shall direct) and the decision of the independent surveyor

as to whether or not the proposed entry shall be affected shall be binding on the Landlord and on the Owner

- (3) The Owner shall not alter any such works and things after the same shall have been executed and done without the previous consent in writing of the Landlords or the Surveyor

Regulation of Use and Appearance

Private Residence Use Only

8. (1) The Owner shall not occupy or use or permit or suffer to be occupied or used the enfranchised property in any manner other than
 - (a) (if the Original Transfer was to give effect to the 1967 Act) as a single private dwellinghouse in the occupation of one household only or for such other purpose as shall be permitted by the Original Transfer
 - (b) (if the Original Transfer was to give effect to the 1993 Act) as a self-contained building or part of a building containing such number of flats and/or maisonettes and other areas (if any) as shall be specified in the Original Transfer or approved by the Landlord in writing (such approval not to be unreasonably withheld) each such flat or maisonette to be in the occupation of one household only or for such purpose as shall be permitted by the Original Transfer and any such other areas for such purpose as shall be permitted by the Original Transfer
 - (c) (in any other case) for such purpose as shall be permitted by the Original Transfer Provided that any garage forming part of the enfranchised property at the date of the Original Transfer shall be kept and used as private garage premises for housing private motor cars only
- (2) The Owner shall permit the Landlord or the Surveyor or their servants or agents at any reasonable time upon demand to enter upon the enfranchised property to view the mode of user thereof Provided Always that the Landlord or the Surveyor will

not seek to exercise such right of entry without reasonable belief that there is a breach of the provisions of sub-clause (1) of this clause

No Advertisements etc

9. The Owner shall not stick exhibit or affix or permit or suffer to be stuck exhibited or affixed to the enfranchised property or any part thereof any nameplates bills notice placards advertisements sale boards flags banners blinds signs or similar devices of any kind whatsoever except

- (i) Such signs as have been previously approved in writing by the Surveyor (such approval not to be unreasonably withheld)
- (ii) Notices relating to a forthcoming non-commercial function or event exhibited for a period not exceeding two weeks in any period of two months

Telephone Wires

10. The Owner shall not permit or suffer any telephone or other wires to be carried over or on or in front of the front elevation of the enfranchised property or any part thereof or to be affixed thereto

External Aerials etc

11. The Owner shall not erect or maintain or permit or suffer to be erected or maintained on the exterior of the enfranchised property or any part thereof any television wireless or similar aerial or satellite dish or any other receiving or transmitting apparatus except for such a type and in such a position and for such period as shall previously have been approved in writing by the Surveyor such approval not to be unreasonably withheld

No Alterations and Additions Without Consent

Regulation of Development

12. The Owner shall not make any alteration in the construction height elevation or external architectural appearance of the enfranchised property or any part thereof nor enclose the portico (if any) thereof nor cut or alter any of the exterior walls or timbers thereof nor erect or build any additional or substituted building or erection thereon without the

previous written consent of the Surveyor (such consent not to be unreasonably withheld)
Provided that the Landlord or its Surveyor shall have the right to require as a condition of such consent the payment to an Owner of any neighbouring premises or the Landlord or a tenant as the case may be of a reasonable sum in respect of

- (i) Any damage to or diminution in the value of neighbouring premises
- (ii) Any Architects' Surveyors' legal or other expenses reasonably incurred (in connection with such consent)

Plans of Re-Building and Reinstatement

13. (1) The Owner shall before commencing the rebuilding or reinstatement of the enfranchised property or any part thereof after destruction or damage submit such plans block plans elevations and specifications as to the exterior as the Surveyor shall require with duplicates for retention and shall do any works only in accordance with such plans block plans elevations and specifications as the Surveyor shall approve in writing such approval not to be unreasonably withheld
- (2) The Owner shall pay to the Landlord on demand the reasonable professional costs and expenses incurred by the Landlord in respect of the perusal and consideration of such plans elevations and specifications and the documents submitted therewith in accordance with the provisions of the last foregoing sub-clause by the Surveyor or any other professional person employed by the Landlord

Trees

Not to Lop Trees

14. The Owner shall not (except in the case of emergency) lop top prune cut or remove any tree on enfranchised property Provided that this provision and the provisions of Clause 15 shall be deemed to apply to any tree the circumference of the trunk of which equals or exceeds 25 centimetres at a height of 1.2 metres above ground level

Permit Landlords to Lop Trees

15. The Owner shall permit the Surveyor with workmen and others at any time reasonably convenient to the Owner upon reasonable notice in writing (except in case of emergency) to enter upon the enfranchised property to inspect lop top prune cut or if necessary to remove the trees growing on the enfranchised property and the reasonable costs and expenses thereof shall be repayable by the Owner to the Landlord on demand Provided that the Landlord shall be responsible to the Owner for any damage to the enfranchised property (other than to the trees themselves or the amenity value thereof) in the carrying out of such works

Permit Landlords to Repair

16. The Owner shall permit the Surveyor with or without workmen and appliances at any time reasonably convenient to the Owner upon reasonable notice in writing (except in the case of emergency) to enter upon the enfranchised property to execute repairs to any adjoining property the Landlord making good all damage thereby occasioned to the reasonable satisfaction of the Owner and paying to the Owner any fees reasonably and properly incurred by him for professional advice obtained by him in connection with such works Provided Always that the Surveyor will only give notice to enter as aforesaid if there is no reasonable alternative means of carrying out repairs to any adjoining property at reasonable cost And if the Owner shall refuse entry as aforesaid the provisions of the Access to Neighbouring Land Act 1992 shall apply to determine the respective rights and remedies of the parties

Common Gardens

17. The provisions set out in the Schedule hereto shall apply in respect of every enfranchised property which has appurtenant thereto the liberty and privilege in common with the Landlord and other persons entitled to the like right of walking in and enjoying the gardens owned by the Landlord (being Green Street Garden Culross Street Garden or South Street

Garden as the case may be) whether or not such liberty and privilege shall have been expressly granted by the Original Transfer

Notice to Landlords

Notice of Devolution or Title

18. The Owner (in this Clause meaning only the freeholder or the owner of a leasehold interest of seven years or more) shall within one month after the making of every transfer or upon the happening of any event transferring the freehold interest in the enfranchised property or any part thereof give to the Landlord notice in writing thereof and of the name and place of residence of the transferee and produce at the office of the Landlord for registration either (a) a photographic or other certified copy of every instrument of transfer or (b) appropriate office copy entries of the title registered at H M Land Registry or (c) any grant of Probate letters of Administration or Order of the court affecting the title to the freehold interest in the enfranchised property or any part thereof And shall at the same time pay to the Landlord a reasonable sum being not less than Twenty Pounds (£20) in respect of the registration of any and every such instrument or document

Financial Obligations of Owner

Management Charge

19. (1) The Owner shall pay to the Landlords on the 31st day of December in every year (being not less than one complete year after the date of the Original Transfer) in respect of the year ending on that date the sum of One hundred pounds (or such greater sum as hereinafter provided) towards the provision or maintenance by the Landlord of services facilities and amenities in the Estate and the administration of this Scheme
- (2) In this clause “the Index” means the Index of Retail Prices published by H M Stationery Office or any official publication substituted therefor
- (3) The Landlord may by notice in writing given to the Owner on or before the 31st day of December in any year direct that the sum payable in respect of that year shall be

such other sum greater than One hundred pounds as the Landlord shall specify

Provided that such sum shall not exceed the greater of:

- (a) the sum payable hereunder in respect of the immediately preceding year and
- (b) such sum to the nearest new penny as shall be equal to the sum of One hundred pounds multiplied by the fraction:

$$\frac{X}{145.2}$$

where X is the figure shown in the Index for the month of October immediately preceding the 31st day of December (145.2 being the figure shown therein for the month October 1994)

- (4) In the event of any change after the date hereof in the reference base used to compile the Index the figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the reference base current at the date hereof had been retained
- (5) In the event of it becoming impossible by reason of any change after the date hereof in the methods used to compile the Index or because the Index shall cease to be published or for any other reason whatsoever to implement the foregoing provisions of this clause or if any dispute or question shall arise between the parties hereto with respect to the sum payable or the construction or effect of this clause the determination of such sum or other matter in dispute shall be determined by a single arbitrator to be nominated (in default of agreement between the parties) by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force who shall have full power to determine what would have been the figure for any month in the Index had it continued on the basis and given the information required for the operation of this Clause

Costs Relating to Enfranchised Property

20. (1) The Owner shall further pay to the Landlord its reasonable legal costs and Surveyor's fees incurred in connection with any acts or things required or reasonably to be done by it or by the Surveyor by virtue of this Scheme specifically in relation to the enfranchised property or any part thereof and by reason of any default on the part of the Owner including (but without prejudice to the generality of the foregoing) the drawing up and giving of notices and any inspection to ascertain whether any notice has been complied with
- (2) The Owner (here meaning only the freeholder as mentioned at the beginning of Clause 5) shall further pay the the Landlord its reasonable legal costs and Surveyor's fees incurred in connection with the drawing up and service of Schedules of Dilapidations

Recovery of Sums Due

21. (1) Any sum which shall have become payable by the Owner to the Landlord under any provisions of this Scheme shall be recoverable as a simple debt
- (2) Subject as hereinafter provided any such sum which shall remain unpaid for twenty one days after the same shall have become due shall also be charged on the interest or respective interests in the enfranchised property of the person or persons liable to make such payment and for the purpose of enforcing such charge the Landlord shall have the same powers and remedies under the Law of Property Act 1925 as if the Landlord were mortgagee by deed having powers of sale and leasing and of appointing a receiver
- (3) Provided that any such charge and the power of the Landlord of enforcing the same shall be postponed and take effect in all respects subject to any mortgage or charge affecting the enfranchised property or any part thereof which has been or shall have been created before such charge under this clause has arisen and become enforceable and has been registered or made the subject of a notice or caution

under the Land Registration Act 1925 or any statutory modification or re-enactment thereof for the time being in force

Miscellaneous

Change of Landlord

22. (1) The Landlord shall have the power by deed to transfer all or any of the rights and powers conferred on it by this Scheme to a local authority or to another body including a body constituted for this purpose
- (2) Without prejudice to the generality of sub-clause (1) of this Clause the operation of the provision for transfer in accordance with the sub-clause shall be dependent on a determination of a leasehold valuation tribunal affecting or approving the transfer Provided Always that the provisions of this sub-clause shall not apply if the proposed transfer is to a local authority or to another body which is a member of the same group of companies as Grosvenor (Mayfair) Estate
- (3) From and after the execution of any such deed reference in this Scheme to “the Landlord” shall (save where the context otherwise requires) be read and construed as reference to such local authority or other body

Consultation

23. (1) The Landlord shall from time to time appoint representatives of the Landlord to the Consultative Committee and convene meetings of that Committee at least four times a year in Mayfair in order to discuss the operation of and issues relating to this Scheme and the Landlord shall use its best endeavours to give to the Secretary of the amenity group not less than 7 days written notice (except in emergency) of such meetings
- (2) The Landlord shall give notice to the Secretary of the amenity group of applications for consent or approval received by the Landlord or the Surveyor pursuant to Clauses 7(3) 8(1)(b) 9(1) 11 12 and 13(1) of this Scheme and in determining whether or not to give any such consent or approval the Landlord or the Surveyor (as the

case may be) shall take into consideration the views expressed by or on behalf of the amenity group so long as the same are received within 14 days of the Landlord's notice being given

- (3) The Landlord shall give notice to the Secretary of the amenity group if at any time the Landlord wishes to transfer all or any of the rights and powers conferred on it by this Scheme in respect of part of parts of the Estate (as distinct from the whole at any time remaining under the management or control of Grosvenor (Mayfair) Estate) to another body as referred to in Clause 22(1) in order that the amenity group may consider and enquire whether or not sufficient Owners (being not less than two-thirds of those who would be affected) should wish to constitute a body for such purpose. And if the Landlord is reasonably satisfied that such a body can be constituted and will apply to a leasehold valuation tribunal within six months of the Landlord's notice then the Landlord will not seek to transfer any of the rights and powers as mentioned to another body other than that constituted by the Owners as mentioned until the said application to a leasehold valuation tribunal has been determined
- (4) The amenity group will act as a consultative unpaid voluntary part of the Consultative Committee only and has no executive power in relation to this Scheme and therefore does not bear any financial or other responsibility in respect of any decision made and/or action by the Landlord pursuant to the administration and operation of this Scheme

Arbitration

24. (1) Sub-clause (2) of this clause shall apply to any dispute or difference between the Landlord or the Surveyor (as the case may be) and an Owner as to:-
- (a) whether the withholding of approval under Clauses 6(2) 8(1)(b) 9(1) 11 and 13(1) is reasonable
 - (b) whether the opinion of the Surveyor in Clause 6(3) is reasonable

- (c) the Surveyor's determination of the apportionment of the costs and expenses under paragraph 2 of The Schedule
- (2) Any dispute or difference to which this sub-clause applies may be referred by either party to a single arbitrator to be appointed (in default of agreement) by the President or a senior Vice-President of the Royal Institution of Chartered Surveyors (such arbitrator's fees to be met as he shall direct) and such reference shall be deemed to be a submission to arbitration within the Arbitration Acts 1950-1979 or any statutory modification or re-enactment thereof for the time being in force

Variation of Scheme

- 25. All or any of the provisions of this Scheme may be terminated or varied or any part of the Estate may be excluded from the Scheme on the application of the Landlord or an Owner if a change of circumstances makes it appropriate or for enabling it to be done by or with the approval of a leasehold valuation tribunal

Service of Notices

- 26. The provisions of Section 196 of the Law of Property Act 1925 and the Recorded Delivery Service Act 1962 shall apply in respect of any notice to be given or served under the provisions of this Scheme

THE FIRST SCHEDULE

(Provisions relating to common gardens)

- 1. In this Schedule the expression "the Gardens" means the gardens owned by the Landlord which the Owner has the liberty and privilege of walking in and enjoying in common with the Landlord and other persons entitled to the like right
- 2. The Owner shall on receipt of the Landlord's written demand forthwith pay and contribute to the Landlord a fair proportion of the reasonable costs and expenses or maintaining repairing improving and keeping in good order and condition the Gardens and the walks lawns and shrubberies thereof and the iron railings or other fencing enclosing the same and any other embellishments improvements or things

from time to time belonging thereto such proportion (if in dispute) to be determined by the Surveyor

3. The Owner shall not hold any parties or social functions in the Gardens and shall observe and shall not permit or suffer any breach or non-observance of any rules or regulations relating to the Gardens which may at any time be formulated by or on behalf of the Landlord