

HAMPSTEAD GARDEN SUBURB

SCHEME OF MANAGEMENT

Approved pursuant to the Leasehold Reform Act 1967, by an Order of the Chancery Division of the High Court, dated 17th January 1974, as amended by a further Order dated 17th February 1983.

SCHEME

1. This Scheme is made for the purpose of ensuring the maintenance and preservation of the character and amenities of the Hampstead Garden Suburb and shall extend to all enfranchised property within the areas coloured pink on the plan annexed hereto and marked Plan A being the areas referred to in the Certificate of the Minister of Housing and Local Government dated 7th July 1970 granted on the application of the New Hampstead Garden Suburb Trust Limited.*

2. In this Scheme:
 - (1) "Hampstead Garden Suburb" means the areas as defined in paragraph 1 hereof
 - (2) "the Trust" means the aforementioned New Hampstead Garden Suburb Trust Limited a company limited by guarantee and not having a share capital whose registered office is at 862 Finchley Road, London NW11 6AB
 - (3) "Ashdale" means the 'Ashdale Land and Property Company Limited whose registered office is at 22 Arlington Street, London SW1A 1RW
 - (4) "enfranchised property" means any property in Hampstead Garden Suburb in respect of which the tenant acquires the freehold and all other (if any) interests in reversion expectant on the determination of his lease or tenancy whether or not such property is residential and whether or not such acquisition is made under Part 1 of the Leasehold Reform Act 1967
 - (5) "the Owner" means the person (or persons) from time to time entitled to the enfranchised property

3. The rights and powers of management authorised by this Scheme shall be exercised by the Trust and the Trust shall for the purposes of the Scheme be treated as the Landlord for the time being

4. The provisions of this Scheme for regulating the use appearance and maintenance of enfranchised property and for the maintenance of property or land or roads used or enjoyed or capable of being used or enjoyed by the owners in common with others shall be as set out in the Scheme Schedule hereto

* The areas referred to as coloured pink on plan A are shown, edged with a heavy black line, on the plan annexed hereto, which is not a reproduction of plan A.

5. This Scheme shall apply to all enfranchised properties and the owners thereof shall as from the date of enfranchisement be bound by the same
6. There shall be payable to the Trust in respect of every enfranchised property an annual management charge as a contribution to the expenses of the Trust in operating the Scheme the said management charge being payable in respect of each separately rated residential unit or shop where the enfranchised property comprises more than one such unit
- 7.* The said Management Charge ("the Charge") shall be a Charge upon every enfranchised property which shall be calculated as follows and shall be subject to value added tax (if applicable):-
 - (a) for each of the first five years of the Scheme and for the period from the 17th January to the 5th April 1979 the sum of £2;
 - (b) for the year to 5th April 1980 (which year together with each subsequent year ending on 5th April is hereinafter called "a financial year") the sum of £9.48;
 - (c) (i) for the year to 5th April 1981 the sum of £16.56;
(ii) for the year to 5th April 1982 the sum of £12.38;
 - (d) (i) for each period of one year following the 5th April 1982, a sum equal to a proportionate part of the expenses of the Trust in operating the Scheme in an economical, efficient and consistent manner during that financial year (those expenses to include proper provision for accrued expenses and to take account of any surplus arising from the rounding up of the previous year's charge and the amounts due from Owners enfranchising during that financial year) as certified by the Trust's Auditors, the proportion to be calculated by dividing the said expenses by the number of enfranchised properties on the 6th April in that financial year and rounding up to the nearest 10p that sum shall be
(ii) specified in a Notice in writing ("the Notice") given by the Trust as soon as practicable after certification of the aforesaid expenses to each of the Owners and to Ashdale, and published on a date ("the Publication Date") as soon thereafter as is practicable in a newspaper circulating in the Hampstead Garden Suburb area. The Notice shall also specify:-

* As amended in 1983

- (aa) that an account of the said expenses certified by the Trust's Auditors is available for inspection at the office of the Trust for a period of one month from the Publication Date;
 - (bb) that on request a copy of the said account may be obtained, and the cost of such a copy (which shall be the aggregate of a reasonable copying and despatch charge);
 - (cc) that each Owner may within six weeks of the Publication Date notify the Trust in writing of his specific objection to the sum specified;
 - (dd) that if within six weeks of the Publication Date, the owners of not less than 200 enfranchised properties notify the Trust of their specific objections to the sum specified, the amount of the Charge shall be determined by a surveyor appointed by the President of the Royal Institution of Chartered Surveyors; and that each Owner may at the time he notifies the Trust of his objection to the sum specified make written representations in support of his objection which shall be considered by the Surveyor (if he be appointed);
 - (ee) representations in support of his objection which shall be considered by the Surveyor (if he be appointed);
- (iii) If within six weeks of the Publication Date not less than the said number of Owners notify the Trust in writing of their objections as aforesaid, the amount of the Charge shall be determined by a surveyor ("the Surveyor") who shall be appointed at the request of the Trust by the President for the time being of the Royal Institution of Chartered Surveyors (the said President shall have power to effect re-appointments as often as may be necessary in the case of the death of the Surveyor or any inability or unwillingness of the Surveyor to act) and who shall act as an expert and not as an arbitrator. The costs of the Surveyor shall be an expense of the Trust in operating the Scheme Provided that Ashdale may within six weeks of the Publication Date notify the Trust of its objection, and may thereby require the determination of the amount of the Charge by the Surveyor if both the following two conditions apply:-

- (a) the amount of the sum specified by the Trust exceeds the sum certified or determined for the previous year by more than 5% above the rise in the retail price index for the same period; and
 - (b) Ashdale is at the date of the notice the lessor of not less than 200 houses within the Hampstead Garden Suburb;
- (iv) the Trust shall announce in a newspaper circulating in the Hampstead Garden Suburb area:-
- (aa) the appointment (if any) of the Surveyor and the date thereof, and
 - (bb) the Surveyor's determination;
- (v) without prejudice to the right of the Surveyor to take account generally of such matters as he thinks fit and without limiting his jurisdiction in any way he shall take into account the following matters:-
- (aa) whether in a case where the Trust has incurred in the operation of the Scheme or otherwise any item of expense for the benefit of the Owners and of other residents of Hampstead Garden Suburb the amount attributed and apportioned to the Scheme is fair and reasonable;
 - (bb) that the purpose of the Scheme is expressed in paragraph 1 and that Hampstead Garden Suburb is designated under the Town and Country Planning Act 1971 as a conservation area whose character and appearance it is desirable to preserve and enhance, includes a large number of buildings which are individually listed as being of special architectural or historic interest and is recognised internationally as an important landmark in the evolution of domestic architecture and Town Planning;
 - (cc) the overriding requirement that the Scheme be operated in an economical efficient and consistent manner;
- (vi) the accidental omission to give any notice in accordance with this paragraph to or the non-receipt of any such notice by any person entitled to receive it shall not invalidate the procedure hereinbefore provided.

- 8.* (a) In respect of any financial year or period ending before the 6th April 1982, each Owner shall pay on demand from the Trust the Charge for that year, credit being given for sums already paid in respect thereof;
- (b) In respect of any financial year commencing after the 5th April 1982:-
- (i) each Owner shall pay on demand from the Trust (made not earlier than the commencement of that financial year) in one or, at the absolute discretion of the Trust, more instalments an amount estimated by the Trust to be the Charge for that financial year:
- (ii) should the amount so estimated be lower than the amount finally certified or determined, in accordance with the provisions of the preceding paragraph, the balance shall be payable to the Trust upon demand, and should the amount so estimated be greater than the amount finally certified or determined in accordance with the preceding paragraph, the excess shall be deducted from the Charge levied on the Owner in the next financial year.
- (c) Notwithstanding the provisions of the preceding sub-paragraphs, in respect of any financial year commencing after the 5th April 1979, an Owner enfranchising after the 5th July shall be liable to pay a proportion of the Charge calculated according to the following table:-

Date of Enfranchisement	Proportion of the Charge
After 5th July and before 6th October	75%
After 5th October and before 6th January	50%
After 5th January	25%

PROVIDED THAT there shall be no liability to Charge upon any property in respect of a financial year during the whole of which such property was not enfranchised property.

9. It is hereby declared that any charge upon an enfranchised property in favour of the Trust whether arising under paragraph 7 hereof or under any other provision of this Scheme shall be postponed to any legal charge or mortgage whether effected before or after the date of this Scheme coming

* As amended in 1983

into force and being a First Charge upon the property either registered at H. M. Land Registry or under which the Chargee or Mortgagee is entitled to possession of the title deeds And any proprietor of any such charge or mortgage shall have the right to make further advances to rank in priority to the Charge arising under this Scheme

10. Upon any change of ownership of any enfranchised property the disposing owner shall give notice in writing of such change including full particulars of the new owner to the Trust
11. Except as regards sub-paragraph (2) of paragraph 13 this Scheme shall be capable of being terminated or varied in whole or in part by the Court whether by reason of a change of circumstances or otherwise upon an application made either (A) by the Trust or (B) by not less than 100 or one-third of the total number of owners of enfranchised property whichever shall be the greater provided that without the leave of the Court no application under sub-paragraph (B) hereof shall be made within one year of this Scheme being approved or varied under sub-paragraph (B)
12. Any notice or other document required or authorised to be served or given under this Scheme shall be in writing and shall be sufficiently served or given if served in accordance with Section 196 of the Law of Property Act 1925 as amended
13. (1) Any monies received by the Trust under the provisions of this Scheme shall be held in a specially designated bank account containing no other monies (save any interest earned thereon) and shall in so far as not actually expended in accordance with the said provisions in the year in which they were received by the Trust be held upon trust to apply such monies in subsequent years in the manner authorised by this Scheme and subject as aforesaid in trust for the persons for the time being seised in fee simple of the enfranchised properties in the shares proportionate to the number of separately rated residential units or shops of which they are respectively so seised
(2) The trust for the persons mentioned in sub-paragraph (1) of this paragraph shall continue notwithstanding the termination or variation of this Scheme pursuant to an application made under paragraph 11
14. This Scheme shall come into force on the 17th January 1974

THE SCHEME SCHEDULE

1. Without the prior written consent of the Trust no garden or yard or forecourt of an enfranchised property shall be built upon nor shall the general appearance thereof be substantially altered nor any garden substantially paved over
2. Without the consent as aforesaid no alteration shall be made to the external appearance of any building for the time being standing on an enfranchised property
3. Without the consent as aforesaid no enfranchised property shall be used or permitted or suffered to be used for any purpose other than the use permitted in respect of such property immediately prior to enfranchisement
4. Without the consent as aforesaid no boundary or other walls or fences shall be erected on any part of an enfranchised property nor shall any trees or hedges growing thereon be cut down or destroyed or removed
5. No caravan or trailer or moveable or temporary building shall be stationed or remain on any part of an enfranchised property (otherwise than inside a garage) for more than 48 hours in any one month nor without consent as aforesaid shall any part of any enfranchised property be made into a hard standing for any vehicle having more than two wheels or for any boat nor used as such hard standing unless there has been such use without written complaint to the owner or tenant for a period of at least five years preceding the coming into force of this Scheme
6. No washing or clothes shall be exposed on or from any front elevation or front garden of an enfranchised property
7. The exterior and structure of all buildings from time to time on an enfranchised property shall be kept in good repair and decorative condition and all boundary walls fences and hedges and gardens properly maintained and on any exterior decorating taking place the existing colour scheme shall not be substantially altered without the consent as aforesaid
8. Every building on an enfranchised property shall be insured with insurers of repute in the full value thereof for the time being against loss or

damage by fire and the Trust shall have the right to require production of the current premium receipt and in the event of the owner of such property failing to effect or maintain insurance as aforesaid the Trust may effect and maintain the same and the premiums so paid shall be recoverable by it from the owner and shall be charged upon the said property

9. If any building on an enfranchised property shall be destroyed or damaged by fire or otherwise the same shall be reinstated so that its exterior aspect is so far as practicable restored to its former appearance unless the prior written consent of the Trust has been obtained dispensing with reinstatement or permitting reinstatement in some other manner

10. Where in any of the foregoing clauses reference is made to the consent of the Trust the following provisions shall apply:
 - (A) every application for such consent shall be in writing and shall be made to the Trust's management office (at present at 862 Finchley Road NW11)
 - (B) such consent shall not be unreasonably withheld
 - (C) the Trust may where appropriate require the submission of proper plans and specifications in respect of any application for such consent
 - (D) the Trust shall not as a condition of its consent require the payment of any fine or sum other than its reasonable costs and expenses incurred in considering such application (whether or not consent is given)
 - (E) Consent shall not be withheld to any application made in respect of the erection or replacement of any fence or wall fronting onto the A1 Road reasonably required to reduce the noise proceeding from that Road to any house provided that
 - the Trust may refuse consent if (i) the owner is unwilling to comply with the Trust's reasonable requirements in respect of the appearance and construction of the proposed fence or wall or (ii) the detriment to the appearance of the immediate neighbourhood of which the said house forms part would be out of all proportion to the benefit secured to the said house by the reduction of noise

11. If the Trust shall receive written complaints or representations from the occupiers of not less than three properties in Hampstead Garden Suburb to the effect that there subsists in respect of any enfranchised property a substantial breach or non-observance of the provisions of this Scheme and

the Council of the Trust shall have reasonable cause to believe the said complaints or representations to have been made bona fide any two Members of the Council of the Trust (one being an Appointed and one being an Elected Member of the Council) may jointly in writing authorise an inspection of the said property by a responsible and senior servant or agent of the Trust and such person so duly authorised may on giving reasonable prior written notice enter any such property for the purpose of ascertaining whether the said provisions are being complied with

12. If any works of repair or maintenance or reinstatement required by this Scheme to be carried out in respect of any enfranchised property shall not have been put in hand within three months (or such longer period as the owner can show on reasonable grounds to be necessary owing to his particular circumstances) of written notice thereof having been given to the owner by the Trust and shall not have been thereafter proceeded with and completed with reasonable diligence the Trust and any persons authorised by it may thereafter upon reasonable prior written notice enter the said property and carry out or complete the said works and its reasonable costs and expenses so incurred shall be recoverable by it from the owner and shall be charged upon the said property
13. Where any enfranchised property fronts or abuts onto or has the use in common with others of an unadopted or private road or way or close or open green or common garden ground (whether or not before enfranchisement the lease of such property provided for a contribution by the lessee towards the cost of making up or maintaining the same) the said property shall be liable to the Trust for and be charged with a fair proportion according to the number of users of any costs or expenses reasonably incurred by Ashdale or the Trust in making up or maintaining such road or way or close or open green or common garden ground Where such costs or expenses are incurred by Ashdale any amounts received by the Trust in respect thereof under this clause shall be paid to Ashdale forthwith by the Trust
14. Where any enfranchised property enjoys by way of easement or otherwise any rights over or in respect of any property or land (whether or not before enfranchisement the lease of such property provided for a payment in respect of such rights or for a contribution by the lessee towards the cost of maintaining such other property or land) the said enfranchised property

shall be liable to the Trust for and be charged with its fair proportion according to the number of other properties enjoying the like or similar rights of any costs or expenses reasonably incurred by Ashdale or the Trust in respect of such maintenance Where such costs or expenses are incurred by Ashdale any amounts received by the Trust in respect thereof under this Clause shall be paid to Ashdale forthwith by the Trust

