Amended Draft incorporating Westminster's proposed changes to its section 3 (together with three comments on EDF's section 4 shown in italics in section 4) and EDF's changes to its section 4 (now section 4 part 1) and comments on Westminster's original submissions (in a new section 4 part 2). Section 3 does not show the changes that Westminster proposes to Ofgem's original draft. Section 4 shows the proposed changes in track-change format

Determination No. RBA/TR/A/DET/

DETERMINATION BY THE GAS AND ELECTRICITY MARKETS AUTHORITY OF A DISPUTE REFERRED TO IT UNDER SECTION 23 OF THE ELECTRICITY ACT 1989 CONCERNING WHO IS RESPONSIBLE IN LAW FOR RENEWING RISING AND LATERAL ELECTRICITY MAINS AT THE PREMISES AND WHO SHOULD BEAR THE COST OF RENEWAL.

1 INTRODUCTION

1.1 The Gas and Electricity Markets Authority ("the Authority") has been asked by EDF Energy LPN plc ("EDF"), an electricity distributor, to determine a dispute between the City of Westminster Council ("Westminster") and EDF in relation to:

(1) Who is responsible in law for renewing rising and lateral electricity mains ("R&Ls") installed in three multi-occupancy residential buildings known as John Aird Court, Harrow Road, London W2 1UY ; and

(2) Who should bear the cost of renewal.

1.2 This dispute has been referred to the Authority for determination under section 23 of the Electricity Act 1989 ("the Act") which requires the Authority to determine disputes arising under sections 16 to 21 of the Act when so requested by an electricity distributor or a person requiring a connection.

1.3 EDF's request for a formal determination of the dispute under section 23 of the Act was received by Ofgem on 3 December 2007. Ofgem is the office set up to assist the Authority to discharge its statutory responsibilities.

2 BACKGROUND

2.1 The determination concerns a dispute about a request for a connection to be maintained at John Aird Court. Details of the property are set out in Appendix 1.

2.2 Westminster is the freehold owner of these and of many other multiple occupancy dwellings throughout the City of Westminster. The details of residence and tenure are also set out in Appendix 1.

2.3 These multiple occupancy dwellings are provided with electricity by means of a supply introduced into the premises by a low voltage main which supplies the building. The details of the electrical layout are also provided in Appendix 1. This arrangement is typical of other multiple occupancy blocks owned by Westminster, although there are two principal variations: (i) in many blocks the intake is in the basement of the building and not the ground floor, and (ii) it is usual for the service heads to be close to the building entry point.

2.4 The history of the electrical infrastructure is also set out in Appendix 1. It is assumed by the parties only for the purpose of this determination of the principles involved that the R & Ls need or needed replacement. As a result of investigations into the actual state of the relevant cables in respect of all the properties now chosen for the purposes of the determination EDF does not accept that the relevant cables ~~the parties cannot agree that they~~ did in fact require replacement. The parties have agreed that the determination should therefore deal with matters of principle in order to obviate the need to make detailed findings of fact and that this determination will not in fact set out to decide which party should pay for the replacement of the cables in the sample blocks chosen. Westminster adds, however, that if OFGEM considers it necessary to determine such issues of fact, then Westminster is content to provide evidence of the need for renewal so that OFGEM can make a finding in this regard. In summary, by letter dated 5 April 2007 Westminster informed EDF of the testing carried out in relation to the relevant cables in John Aird Court (and other properties), explained the need for replacement and requested EDF to fund the works, or to carry out the works without charge

pending determination of the issue of liability; a copy of the letter is attached at page 3 of Appendix 4 hereto. For the avoidance of doubt, Westminster submits that this letter constituted any notice for the maintenance of a connection which might be required. No reply from EDF was received.

2.5 The resident of each flat currently (i.e. since 1998) has his or her own contract with their electricity supply company. Their consumption is metered and the bill is paid by the resident. Westminster has its own supply contract with EDF and pays the bill for the electricity supplied from the main distribution board to the common areas of the premises retained by Westminster.

2.6 Between 1997 and 2001, Westminster Council undertook a programme of replacing rising and lateral mains cables across its housing stock. Westminster assert that this was in response to an increasing level of failures, though EDF is unable to confirm this. Westminster has also carried out replacement of R&Ls at earlier times. Westminster recovered a due proportion of the cost of these electrical works from the relevant leaseholders under the service charge provisions of their leases.

2.7 Certain leaseholders, principally the Residents' Association representing leaseholders on the Churchill Gardens Estate (which has no direct association with John Aird Court), disputed Westminster's entitlement to recover these costs on the basis that EDF is obliged to replace the R&Ls and has no entitlement to levy charges for the works. As such, it has been argued that Westminster's expenditure on these works was not "reasonably incurred" as required under the relevant leases and under section 19 of the Landlord and Tenant Act 1985.

2.8 The current position is that the service charges reflecting the cost of renewal of R & Ls have been paid to Westminster by the lessees, but Westminster has agreed that, if it is determined that EDF could have been required to replace the rising and lateral mains without charge, then Westminster will revisit the service charges levied on its lessees.

2.9 On 3 December 2007, EDF sent to the Authority a request for a determination

of the dispute with Westminster. EDF has also requested determinations in relation to similar disputes with the London Borough of Camden ("Camden") and the London Borough of Islington ("Islington"). In this determination, where appropriate, Westminster, Camden and Islington are collectively referred to as "the Councils".

2.10 Provisions relating to statutory obligations relevant to this dispute are set out in Section 5 to this Statement of Facts.

3 VIEWS OF WESTMINSTER

The scope of duty

3.1 Westminster refers to EDF's duty under section 16(1) to make and maintain a connection "between a distribution system of his and any premises" and to the definition of premises under section 64.

3.2 Westminster submits that it is implicit in EDF's referral letter to the Authority that EDF accepts it is under a statutory duty to make and maintain a connection, if so requested, to individual flats within a multiple occupancy building. The definition of "premises" plainly includes an individual flat. Westminster avers that EDF implicitly accepts it has a statutory duty to make and maintain any electrical connection between its distribution system and any of the individual flats when required to do so by either Westminster as owner of the flats or by a Westminster lessee as the occupier; and to continue to provide the necessary electric lines or electrical plant for the purposes of maintaining any such connection.

3.3 Westminster requires EDF to confirm that it accepts that it is under a statutory duty as set out above and, if not, to explain precisely and fully why it is not, so that Westminster can address any such contention.

3.3A A schematic of the electricity supply for John Aird Court is set out in Appendix 5 hereto.

The claimed right to charge

3.4 Westminster submits that EDF appears to be relying upon subsection 19(1) of the Act as entitling it to charge for any work undertaken in relation to the electricity supply to consumers in multiple occupancy blocks of flats. Westminster believes this to be an over simplification of the statutory provisions.

3.5 The primary duty on EDF is contained in section 16(1) of the Act: *(1)*

An electricity distributor is under a duty:

(a) to make a connection between a distribution system of his and any premises, when required to do so by -

(i) the owner or occupier of the premises; or

(ii) an authorised supplier acting with the consent of the owner or occupier of the premises,

for the purpose of enabling electricity to be conveyed to or from the premises;

3.6 Westminster's view is that section 19(1) only permits the Company to charge in respect of the connection between the distribution system and the consumer's premises in question. As such, the starting point must be to determine what is meant in subsection 16(1) by "a distribution system" and at precisely which point the system ends in relation to a building in multiple occupancy, having regard to the use of the term in the Act and under EDF's licence.

3.7 Section 4(4) of the Act defines the term "distribute" and this definition contains a definition of "distribution system" as follows:

"...a system which consists (wholly or mainly) of low voltage lines and electrical plant and is used for conveying electricity to any premises or to any other distribution system".

3.8 The term "premises" in section 16(1) includes the individual flat occupied by the consumer: see the interpretation of the Court of Appeal in the context of water utilities in *Thames Water Utilities Limited v Hampstead*

Homes Limited [2002] EWCA Civ 1487, [2003] 3 All ER 1304. A copy is attached at Appendix 6.

3.9 **Westminster has two core questions it requires the Company to answer:**

(1) **Does EDF accept that its distribution system extends to the point of connection with the consumer's meter** or (if different) the isolating switch in the consumer's flat?

(2) **If not, can EDF identify with particularity the precise point at which it contends that its distribution system ends and explain the basis of this contention?**

3.10 **Westminster states that, as EDF has not explained its position in relation to this issue, Westminster reserves the right to address EDF's case once that case has been articulated.**

3.10A Westminster responds as follows to the case which EDF has developed in its submissions:

(i) The section 16 duty is to make (or maintain – by virtue of section 16(4)) the connection between EDF's distribution system and "any premises". Those two terms – "distribution system" and "premises" – therefore need to be defined.

(ii) As to the latter, whilst an attempt is made by EDF at paragraph 4.90 to distinguish *Thames Water Utilities Limited v Hampstead Homes*, it is notable that EDF do not advance any substantive arguments against the proposition that the word "premises" in section 16 clearly includes the individual flats. This is perhaps unsurprising given that "premises" is defined by section 64(1) of the Act in the broadest possible terms: "*premises* **includes** *any land, building or structure*" (emphasis added). Whilst EDF asserts (paragraph 4.50, 4.51) that section 16 should be read as excluding premises in a building comprising multiple premises, this submission is contrary to the express words of definition ("*any premises*") and section 16 makes no provision for the exception contended for by EDF.

(iii) Nor are the purported practical difficulties advanced by EDF (paragraphs 4.52 and 4.55), such as the need for the consent of the freeholder or the alleged need for "wayleaves to be compulsorily obtained", relevant to the issue of the proper construction of the statute. In the present case such consent would be given and no wayleaves would need to be obtained compulsorily. If such practical considerations were, in a different case, to prevent EDF from being able to replace the cables then, no doubt, EDF would seek to rely on section 17 as absolving it of such responsibilities – but that is not this case.

(iv) In short, the existence of a statutory duty to make or maintain a connection between the distribution system and the individual flat is clear. The question is then where does the distribution system end?

(v) The definition of distribution system is found in section 4(4) and is defined as "*a system which consists (wholly or mainly) of low voltage lines and electrical plant and is used for conveying electricity to any premises or to any other distribution system*". In the present case the system in question is used to convey electricity to "any premises" – ie the flats. This is not a case in which electricity is being conveyed to any other distribution system and EDF does not make any such contention.

(vi) EDF seeks to assert that the LEB would not have installed any of the risers or laterals *qua* Undertaker. However, that is simply not known – no documentary evidence exists to demonstrate whether LEB did install the risers or laterals in John Aird Court *qua* undertaker. The short point, however, is that section 16 does not require every part of the distribution system to be either "installed" or "owned" by the distributor, but provides a statutory definition of the distribution system which applies regardless of issues of original installation, ownership or provisions of leases.

(vi) For the reasons set out above, it is contended that the distribution system supplying the flats ends with the isolating switch (invariably located with or as part of the meter) in the individual flat and thus EDF

has no power to levy a charge in respect of repair or renewal of that distribution system.

Costs to be defrayed

3.11 **Westminster states that section 19 provides that** ~~EDF~~ *"where any electric line or electrical plant is provided by an electricity distributor in pursuance of section 16(1) above, the distributor may* ***require any expenses reasonably incurred in providing it to be defrayed by the person requiring the connection to such extent as is reasonable in all circumstances."***

3.11A Thus, it is Westminster's contention that the section 19 right to require expenses incurred to be defrayed relates solely to the cost of any electrical line or plant involved in taking the electricity supply from the distribution system to the individual premises. In the current case, the distribution system ends with the isolating switch (or meter) for the individual flat. Thus, EDF's rights to recover expenses are limited to the costs of any electric line or plant involved in actually connecting the isolating switch or meter in the individual flat to the distribution system which ends immediately before that isolating switch or meter. The costs are likely to be de minimis in any individual case.

3.12 If, contrary to the above, it is found that EDF is entitled to charge for more than de minimis expenses and is entitled to charge for some or all of the costs associated with repairing/replacing the risers and laterals then **Westminster argues that EDF does not have a statutory right to require all of its expenses to be recharged to customers in any case. Rather, it has a statutory discretion which it must exercise reasonably to charge, having regard to the extent to which this is "reasonable in all the circumstances".**

3.13 **Further, section 19(4) provides that** ***"any reference in this section to any expenses reasonably incurred in providing an electric line or electric plant***

includes a reference to the capitalised value of any expenses likely to be so incurred in continuing to provide it".

3.14 This should be read together with section 16(1)(4)(a) which provides that the reference in section 16(1) to the making of a connection includes the maintaining of a connection and the continuing provision of necessary lines and plant.

3.15 Thus, the costs involved in replacing old risers are costs of maintenance and such costs should have been included in the price charged by EDF's predecessors at the time that the risers were originally installed as part of the capitalised value. The argument that EDF has made no *additional* provision for such costs is therefore not helpful to EDF if, in fact, its predecessors should have made such provision at the time of the original installation.

3.16 The passage of time means that records as to the original installation of risers in these types of properties will frequently be missing. However, EDF is under an obligation to replace old risers if so requested. When it comes to seeking to levy a charge for such work, however, it is incumbent upon EDF to demonstrate why it is entitled to levy any such charge and how it can be certain that such costs were not already included in the original cost of installation.

3.17 Further, even in cases in which EDF can show that it has a right to make a charge (for example because it can demonstrate that it did not carry out the original installation) then Westminster believes it is incumbent on EDF to exercise its statutory discretion reasonably and to set out its policy as to how it will exercise its discretion in relation to the connections to individual consumers in a multiple occupancy dwelling. The policy should be in writing and should address how EDF will:

(1) Decide in what circumstances it will seek any recovery from a consumer for any works falling within section 19, and;

(2) Decide what circumstances it will take into account when deciding what

proportion of its expenses it will seek to recover in any particular situation.

3.18 Westminster states that, at present, EDF merely seeks a determination by the Authority that it is entitled to charge for the cost of works on R&Ls. Westminster assumes this is on a basis that the Company will charge 100% in 100% of cases for all works carried out whatever the circumstances. Westminster submits that such a case can not be correct in principle given the requirement in section 19 for a discretion to be applied and only a reasonable charge levied having regard to all the circumstances. Westminster submits that EDF is therefore not entitled to the determination it is seeking.

3.19 Westminster is mindful that licence holders such as EDF have been required to work within certain principles in relation to charging for connection and maintenance costs. For example, in relation to reinforcement works, the 25% Rule is generally applied as set out in condition 5B(7)(c) of the Public Electricity Supply Licence governing the supply of electricity by EDF and its predecessor LPN, so that "no charge will normally be made for reinforcement of the existing Distribution System if the new or increased load requirement does not exceed 25% of the existing effective capacity at the relevant points on the system" . Westminster notes that the Authority has considered this "25% rule" in other determinations and it appears to have been implicitly assumed that the rule qualified section 19: see for example *R v Director General of Electricity Supply, ex parte London Electricity plc* 15th May 2000 [2000] EWHC Admin 340. For the avoidance of doubt, Westminster is not contending that the 25% is directly applicable to the current case, but rather that there should be some analogous basis for charging in circumstances in which the works are merely a repair or replacement of the existing supply.

3.20 Westminster states that it is notable that EDF's Connection Charging Statement (Statement of Basis and Methodology of Charges for Connection to the Electricity Distribution System effective from 1 September 2007) is not clear as to the principles to be applied to connections to consumer's premises in multiple occupancy dwellings. Westminster refers to Standard Licence

Condition 4B (appended to the Statement) which requires EDF to have regard to certain principles for the purpose of determining an appropriate proportion of the costs directly or indirectly incurred in carrying out works under an agreement for providing a connection, or a modification or retention of an existing connection. Westminster notes that those principles include (clause 8(c)) (condition 5B(7)(c) of the relevant Public Electricity Supply Licence) that "charges will not generally take into account system reinforcement carried out at more than one voltage level above the voltage of connection" and, further, that "charges will not generally take into account the costs (including any capitalised charge) for maintenance, repair and replacement of electric lines or electric plant provided and installed for making a connection to the licensee's distribution system". Westminster submits that the application of such principles in this case has not been made clear by EDF.

3.21 Westminster states that, if EDF can demonstrate that it has a statutory right to charge for repairing and/or reinstalling R&Ls then it should set out the principles it will apply when determining whether to charge for such work in any given case and, if so, on what basis it will calculate its charges and determine what proportion is reasonable in all the circumstances of the case.

3.22 In conclusion, Westminster welcomes clarification as to the principles applicable to maintenance of electricity supplies to consumers living in multiple occupancy dwellings. However Westminster submits that EDF must set out in writing its policy as to (i) the basis on which it claims to be entitled to charge for work carried out to maintain R & Ls in such buildings and (ii) the principles by which it intends to exercise any such statutory right to charge for such work. The policy should be fully referenced to EDF's Connection Charging Statement. Westminster would then propose to consider such clarification of EDF's policy for multiple occupancy dwellings.

3.23 Westminster notes that the point in issue here, is primarily an issue of transparency as to the Company's statutory rights and the exercise of its statutory discretion (if any), which directly affects consumers. It is electricity consumers in individual flats who ultimately will end up paying for the bulk of

the work whether directly to EDF or via service charges levied by Westminster. Westminster suggests that it would be appropriate to invite representations from consumers who are directly affected. In relation to Westminster this would include in particular the Churchill Estate Residents Association (Churchill Hall, Churchill Gardens, SW1V 3AL).

Leases

3.24 Westminster does not consider EDF's reliance on the Westminster standard lease to be relevant to the issues in this reference. Westminster has only demised that which it is capable of demising to a lessee and nothing in any of the leases sheds light on the issue of EDF's liability for maintaining connections to individual flats. Thus, for example, if Westminster purported to demise EDF's Supply Head, the effect would not be to deprive EDF of ownership or use of its Supply Head, it would merely be a purported demise which is incapable of taking effect because Westminster lacked the capacity to make such demise. Equally, whilst Westminster may owe a duty to a lessee to ensure that a connection is kept in good repair that does not in some way transfer liability from EDF to Westminster; it merely indicates that there are concurrent duties owed by EDF and Westminster to the lessee. Moreover, EDF fails to acknowledge the very limited effect of the provisions which it quotes – in every case any grant and obligation is limited to such wires as are "solely installed or used only for the purpose of the [flat]", or similar words.

Legal advice

3.25 Reference by EDF or any other party to legal advice obtained by Westminster is inappropriate. Westminster does not volunteer any waiver of privilege in relation to any legal advice and does not propose to comment further on this matter. The advice received by Westminster, whether right or wrong, does not affect the liability in law of EDF.

Responses to questions raised by OFGEM

3.25 Responses to the specific requests for information made by OFGEM at the meeting of 19 March 2009 are provided in Appendix 2 hereto.

4 Views of EDF

PART 1 - EDF first submissions

4.1 EDF points out that the principles to be applied in this case appear to be no different depending on whether the R&Ls are owned by a local authority or a private landlord or developer, or on whether they are in premises which are residential, commercial or mixed. The disputes turn on responsibility for renewing R&Ls in any multi-occupied building.

4.2 EDF states that, for some 120 years, Parliament has been engaged in devising and refining a scheme whereby everyone in the country is entitled to receive a supply of electricity and the burden of that process is fairly and transparently distributed.

4.3 EDF adds that it is not attempting to divest itself of any responsibility placed upon it, also it is not seeking to maximise profit by claiming that it can pass the costs of renewing R&Ls elsewhere. It currently makes no charge in its present pricing structure for renewing R&Ls. Therefore, if it is determined that it is responsible, EDF concludes that it must be entitled either:

(1) To charge individual developers/landlords or property owners for renewing the R&Ls; or

(2) To add the renewal costs to its general charging structure and accordingly charge more to all of its consumers for the general costs arising from the distribution of electricity.

4.4 EDF adds that the principal point is whether the cost of renewing the internal electrical infrastructure inside private property (i.e. the R&Ls inside multi-

occupied buildings) should fall on the owner of each such building or be borne by all consumers of electricity in the London area.

4.5 According to EDF the issues to be determined by Ofgem quasi-judicially are:

(1) Can it be shown that EDF owns the R&Ls as part of its distribution system and/or how can Westminster allege that Westminster does not own them?

(2) Does EDF have a statutory obligation to offer terms to renew the R&Ls?

(3) If so, can those terms include the cost to EDF of carrying out the work?

4.6 EDF states in its submission that the answers to these issues are that:

(1) EDF does not own the R&Ls and they are not part of its distribution system; rather they are, and have been treated by Westminster as being, in Westminster's ownership.

(2) EDF does not have a statutory obligation to offer terms to renew the R&Ls but, if it does, that obligation is set out in section 16 of the Electricity Act 1989 (as amended).

(3) If EDF has any obligation to renew then it can include the reasonable costs of doing so in the terms it offers and it will be reasonable for Westminster to pay those costs.

Separate units and the risers and laterals serving them

4.7 EDF explains that each multi-occupied building is served by a high voltage (HV) main which runs into the basement service or intake room. Such a room may house other services as well. Typically, the main electricity cut-out will be located in the basement service room but can also be on the ground floor in some buildings.

[Disputed by Westminster: Westminster's position is that in most

circumstances – and in the case of John Aird Court – its properties are not supplied by HV electricity but by a 415 volt supply. In most situations the power supply is contained within a dedicated electrical intake room which is secured and only authorised persons are permitted access.]

Response by EDF Energy: In general terms for Westminster we would not disagree with this although the original submission is correct generally for non-Westminster installations and is also correct for some Westminster installations including for example Lutyens House.

Response from Westminster. EDF's acceptance of the position in Westminster is noted. However, EDF is wrong to suggest that Lutyens House is an example of an exception. Full details of the lay out in relation to Lutyens House can be provided if necessary, but it is not considered to be relevant to the issues in this dispute.

4.8 From these cut-outs the electricity serves the landlord for the common parts and any spaces in the block which are from to time used or occupied by the Landlord and also the individual units in the building. Electricity cables, known as R&Ls, are used to reach all parts of the block (whether occupied by the freeholder or by lessees or tenants).

4.9 EDF submits that any building constructed in the last 80-90 years was built with wiring and cabling as part of the construction process carried out in all probability by the builder or main contractor, or by a specialist sub-contractor. It submits that it is very unlikely that any distinction was drawn between cabling that was intended for common parts or R&Ls, and cables intended for the exclusive use of one flat. The building would be wired when constructed. If the electrical installation was installed or renewed subsequently, then it would be commissioned by the freeholder, who might decide to combine it with other works of renovation and re-instatement. It would be possible for any such freeholder to have invited the old London Electricity Board (LEB) or its statutory predecessor to carry out those works on a contracting basis. EDF adds that it is unlikely that there would be a distinction drawn between different types of wires serving different purposes within the building.

4.10 The metering of the electricity may take place in the individual flats, or in various parts of the common parts. It is commonly the case that metering is positioned next to the multiway board on the ground or basement floors leading to wiring that feeds each unit thereafter, or that it is outside rather than inside individual units. This is particularly convenient for meter readers who do not then require access to individual units.

[Disputed by Westminster: Westminster avers that in all circumstances the meters in its properties are located inside the individual units or occasionally directly outside the units. In the case of John Aird Court all the meters are located internally. It would not be workable for the meters to be located in the intake room next to the multiway board because (i) residents using pre-payment would not be able to access the intake room as they do not have the requisite authorisation and (ii) it would also mean that residents would need access to common areas to recable and test and this arrangement could not be controlled by Westminster.]

Response by EDF Energy: EDF Energy accepts that in the case of Westminster the meters are located in or directly outside the flats. The so-called "communal" metering, with meters in the ground floor or basement rooms was frequently done in the 1960s and while that installation option remains available it is not now so common because of powerkey metering. Westminster's reference to what would otherwise be a need for residents to have access to common areas "to recable" is not understood.

4.11 EDF adds that one of the arguments that has been put forward on behalf of the Councils is that EDF is responsible for everything up to the upstream side of the meter. As the decision to move a meter from the basement or another communal part to a position inside the individual flat is one made by the supplier/meter operator and the customer, it is difficult for EDF to see how its responsibility can be enlarged by that decision.

[Clarification is sought by Westminster of the EDF position. Is EDF suggesting that the meter operator should be responsible for the R & Ls? Westminster considers this a difficult proposition given that there may be more than one

meter operator responsible for the meters in a particular block.]

Response by EDF Energy: It is not EDF Energy's position that the meter operator should be responsible for the R&Ls. Westminster's comment entirely misses the point. This paragraph of EDF Energy's submissions is an answer to the Councils' suggestion that EDF Energy is always responsible up to the upstream side of the meter. All EDF Energy is saying is that they have no influence over where the meters are first sited or where they might be sited if they are moved. Accordingly, the position of the meter cannot be relevant to a determination of EDF Energy's obligations and of the extent of the cables for which it is responsible.

4.12 At the time of installation, as now, installation of R & Ls was not an activity over which the undertaker had any monopoly. That position has not changed with statutory changes brought about by the Act or the Utilities Act 2000.

4.13 LEB always maintained a contracting division which did not carry out statutory works but competed for business along with other electrical contractors. The R & Ls in this case could have been installed by a private electricity contractor, or by LEB (if post-1947) or by LEB's predecessor (if pre-1947). EDF is the statutory successor in title to London Electricity (LE) and LEB.

4.14 EDF submit that this position is confirmed by letter dated 5 June 1987 signed off by solicitor and secretary of LEB, Gordon Rees. Although the letter was not sent to any of the Councils, EDF produce an extract from it as, EDF submit, it makes a number of points helpful to EDF's general submission that it is not liable to replace the risers and laterals and to the particular submissions that:

(i) seals on equipment are there to prevent unsafe public access and illegal abstraction and do not denote control;

(ii) the cable between the cut-outs and the meters are not under EDF's control;

(iii) no responsibility to replace the R&Ls is placed on EDF by the Regulations;

(iv) if EDF and its successors have carried out installation of R&Ls this was not as statutory undertaker but as private contractor.

These points are set out below:

(1) 'As will be evident from a closer inspection of the supply arrangements in an installation of such as a high rise block of flats, the supply cable terminates at a cutout unit which is invariably situated in a room to which the public have access. The mere fact that the cutout has a piece of the LEB sealing wire open upon it is irrelevant to the question of who controls the cable between cutout and meter, since the cable is accessible to the public as it leaves the cutout and makes its way through the Building to the meters. At the point where the cables enter the meters it remains accessible to the public ...

(2) Not only does the factual situation clearly demonstrate that the cable between cutout and meter is not under the LEB's control, but the 1937 Electricity Supply Regulations make plain that the legislature does not impose responsibility upon an Electricity Board in circumstances such as apply here. Regulation 25(a) ...makes it plain that for responsibility for electric lines and apparatus to be placed upon a Board two requirements must be satisfied:

(i) The lines must have been placed by the Board on the consumer's premises, and

(ii) The lines must either belong to the Board or be under its control.

(3) As the wording of regulation 25(a) makes clear, it is concerned with the position where the lines are placed by the "undertakers." In the high rise installations which are material to the contents of your letter, the Board as "undertaker" has not in fact placed any of the cables between the cutouts and meters (although, in some cases, the Board has submitted Tenders in competition with other Contractors and subsequently placed the cables simply as Contractor, and not as an "undertaker").'

The ownership of blocks of flats

4.15 The freehold of the blocks has always been in the ownership of the Councils or their statutory predecessors in title.

4.16 EDF adds that the flats would no doubt have been originally occupied by council tenants but that now the majority of flats are occupied by lessees who have purchased leases following the "right to buy" changes post-1984 [Westminster note: the Right to Buy was introduced in 1980]. Some current occupants may never have been council tenants, having purchased their flats in the open market. Other flats are subject to rental agreements and others are subject to shared ownership schemes (part buy/part rent) or other local authority variants.

The customer's standard lease

4.17 Westminster's standard lease was supplied to EDF in August 2005. EDF refers to certain provisions of the lease. EDF states that it does not believe that this is materially different from the standard lease of other councils. EDF adds that whilst there may be some variations, the structure as described below assists with a number of generic points that arise. Such standard leases provide for the following:

4.18 Westminster grant a lease for 125 years of the demised premises (in the Third Schedule) together with certain rights and easements (the Fourth Schedule) excepting and reserving matters to Westminster (the Fifth schedule). Westminster agreed to observe certain covenants (the Eight Schedule).

4.19 The lessee agrees to observe certain obligations to Westminster (the Sixth Schedule), and agrees to observe regulations made for the benefit of the reserved property (the Second Schedule) [i.e. all the other flats in the block] and to pay certain amounts by way of service charge (the sixth Schedule and the Ninth Schedule).

4.20 In the third schedule the demised premises that Westminster sold to the lessees are described as 'all that Flat' known as the demised

premises...together with all conducting media which are laid in any part of the property and serve exclusively the flat.

4.21 EDF set out that it is intended by these words that any cable exclusively serving the Flat, whether in or outside the flat running through common parts will be transferred by Westminster to and thereafter owned by the lessee, regardless of whether the cable is upstream of any meter located in the flat.

4.22 EDF adds that in the Fourth Schedule, the rights and easements that Westminster grant to the lessee are described as including 'the right of free passage and running of gas, electricity ... from and to the Demised premises through all cistern tanks, sewers, drains, gutters, pipes, wires, cables, ducts and conduits which are now or may at any time be in or over or upon any part of the property [i.e. the whole block other than the flat]...together with all easements rights and privileges proper for repairing maintaining and reinstating the same.

4.23 EDF adds that in the Fifth Schedule, the exceptions and reservations that Westminster keep for itself are described as including 'the right of free passage and running of gas, electricity ... from and to other parts of the property through all cistern tanks, sewers, drains, gutters, pipes, wires, cables, ducts and conduits which are now or may at any time hereafter be in order or under or upon the Demised Premises .. together with all easements rights and privileges proper for repairing maintaining and reinstating the same.'

4.24 EDF asserts that the Sixth Schedule includes obligations on the lessee to pay the management charges and to 'keep in good and substantial repair and condition... all fixtures and fittings therein and ... to rebuild and reinstate and replace... all... wires cables ducts and any other things installed for the purpose of supplying...electricity...in so far as wires ducts or other things are solely installed or used only for the purposes of the Demised Premises.'

4.25 EDF concludes that by the Eighth schedule Westminster agreed to keep in good and substantial repair and condition... all electrical and other fittings... in the Property... and all... wires cables ducts and conduits and any other thing installed in the Property for the purpose of supplying... electricity.'

Westminster's approach to R&Ls and the dispute

4.26 EDF is of the view that Westminster has always carried out its own renewal of the electrical infrastructure in its blocks of flats: for example, ~~and~~ in relation to Rosetti House they had certainly done so in the 1960s and in relation to Lutyens House they had done so on a rolling programme of renewal between 1992 and 1995. EDF Energy accepts that Westminster also had a rolling programme of renewal on numerous blocks between 1997 and 2001. The two parties have corresponded on the subject. Westminster once provided to EDF its legal advice on the issue (because it appeared favourable to Westminster, though it turned out to be erroneous advice). Westminster provided part of the correcting advice to a lessee who passed it to EDF.

4.27 In April 2001, Mr Davies of Westminster housing department contacted EDF asking about the responsibility for R&Ls within the tenanted portion of Westminster's properties. By letter dated 27 April 2001, EDF made it clear to Westminster that EDF had no responsibility for the R&Ls in the absence of agreement to that effect.

4.28 EDF is of the view that Westminster's response nearly one year later illustrates that Westminster accepted the R&Ls were not in EDF's ownership. Westminster stated in this letter that Westminster's "conclusion is supported by the distribution licence conditions and the Electricity Supply Regulations 1988. The various definitions used in both assume that there is no intermediate owner of the equipment between the installations owned by the electricity Supplier and the electrical installations owned by the consumer." EDF aver that Westminster implicitly accepted that the R&Ls were not in EDF's ownership. The letter continued to the effect that regulations 17 and 25 of the 1988 Regulations oblige the supplier to ensure that all of the supplier's

works were suitable for their purpose and would need to repair or replace it to make it suitable in compliance with the Regulations. Westminster's letter continued that there does not appear to be any power in the legislation permitting EDF to levy a specific charge for this work (as opposed to it being covered by the company's general charges and responsibilities). Westminster concluded that, in the absence of a specific agreement to the contrary, EDF owns and is responsible for all equipment up to and including the consumer's supply terminals and that there is no intermediate equipment between those and the supplier's equipment that belongs to Westminster as landlord. In September 2002 Westminster provided EDF with a copy of the opinion of Mr Aylesbury of counsel, expressing the view that an electricity supplier can levy a charge for a new connection but does not have power to levy specific charges on customers for maintenance or periodic renewal of those parts of its own supplier's works which happen to lead to existing customers premises. That view was based on the 1988 Regulations which were silent on the issue of costs.

4.29 EDF note that counsel was not asked to consider cases where the supplier and the building owner enter specific contractual arrangements.

2004 and the second counsel's opinion

4.30 EDF understands that Westminster received further legal advice in 2004. Westminster described the advice in a letter to Churchill Gardens Lessees' Association, who showed it to EDF. This further legal advice relied on provisions of the Electricity Act 1989 which clearly provided that the electricity distributor can levy charges. EDF claim that this new advice makes it clear that Westminster could have notified EDF under section 16 of the 1989 Act; and that, if it had done so, EDF would have been obliged to renew in order to continue to make the connection; but that EDF would have been able to charge for doing that work.

4.31 In 2005 Westminster asserted that the R&Ls in question were owned by EDF. EDF is unsure on what evidence this assertion was made but they believe it is

plainly wrong. Correspondence indicated that Westminster had carried out renewal of R&Ls on the Millbank Estate from 1997 to 2001.

[Westminster's reply: John Aird Court is not part of the Millbank Estate. It is correct that Westminster carried out renewal of R&Ls on numerous blocks throughout the City from 1997 to 2001. John Aird Court was subject to renewal works as per Paras 2.2 onwards above.]

Response of EDF Energy: see paragraph 4.26 above. Westminster's reply provides no support for their proposition that the R&Ls (in John Aird Court or elsewhere) are or were owned by EDF.

Westminster invited EDF to agree that:

(1) Westminster owed a contractual obligation to standard lessees to keep the electricity supply system in repair and to replace R&Ls where necessary;

(2) EDF owed a duty to each flat owner to maintain the supply to the individual flats;

(3) Westminster could have discharged its obligation to its lessees by requesting EDF to carry out the works; and

(4) EDF was entitled to recover from each flat owner the reasonable cost of performing that statutory duty.

4.32 An attempt to meet and discuss matters failed. Westminster sent EDF draft particulars of claim for an application to court for declaratory relief.

EDF's charging structure

4.33 EDF explains that it and its predecessors LE and LEB, have never included any sum or provision on account of the cost of renewing R&Ls in their authorised charges. There is no mention of any capital replacement of R&Ls in EDF's pricing strategy.

4.34 EDF states that Ofgem and its predecessor Offer knew that EDF was not making any provision within its charges for R&L renewals. They add that R&Ls are not calculated as part of the kilometre length of EDF's distribution system reported to Ofgem.

Regulatory and Government approach

4.35 EDF has provided past correspondence with Offer, Ofgem and the DTI that indicate views of regulators and government previously expressed on multiple occupancy situations:

4.36 Offer Correspondence 1 June 1993:

(1) Normally LE has responsibility up to and including the service head and for the meters to individual premises.

(2) In buildings where the meters are in an intake room with the service head, R&Ls would take supply to the consumer units of individual premises. Such R&Ls would be the responsibility of the owner/occupiers of the building as they form the wiring installation of the building.

(3) In situations where customers have the meter measuring their supply usage within their premises alongside the consumer unit, the sub main distribution system would remain the responsibility of the owner/occupier. To prevent any illegal abstraction of electricity it would be reasonable for LE to place their seals on the various connections but this does not imply ownership (as the company would be complying with Regulation 25(3)).

(4) LE would not be responsible unless there a written agreement in place to the effect that LE had taken over responsibility for the sub-main system.

4.37 Offer correspondence 10 June 1998:

(1) To prevent any illegal abstraction of electricity (and not to protect the cables) LE may place their seals on the various connections but this does not imply or transfer ownership of the cables.

4.38 Ofgem correspondence 16 October 2000:

(1) There is not one rule that can be applied to all blocks of flats. Responsibility for maintaining the internal system lies with ownership. If LE owns the cabling, it forms part of their public distribution network and becomes subject to the Electricity Supply Regulations 1988 which cover operation and maintenance. If the cables are not owned by LE then the responsibility lies with the owners and occupiers of the property.

4.39 DTI correspondence 30 July 2002:

(1) Regarding the cutout and sealing apparatus up to and including the meter, the seal would not itself denote either control or ownership of the item. For safety reasons, and to prevent any illegal abstraction of electricity, LE may place their seals on all possible points of isolation

(2) Ownership of rising services remains a grey area and unless documented agreements can be found, it is a matter for the civil courts to decide ownership on a case-by-case basis.

The stance of Local Authorities

4.40 EDF has provided minutes from the London Councils Forum on 6 June 2007 showing that the Forum councils believe that, prior to EDF, the LEB took responsibility for maintenance and renewal of the R&Ls.

4.41 EDF is of the view that LEB did not accept responsibility for renewing R&Ls and their position does not represent any change of policy or stance. EDF suggests the minutes display a serious lack of understanding of EDF's position and of the historic and present position on R&Ls.

4.42 EDF add that the issue of R&L renewal is unrelated to the issue of meter

renewal which is the responsibility of electricity suppliers.

Ownership of the R&Ls

4.43 EDF submit that there is no evidence as to who installed the original R&Ls in John Aird Court (though there is evidence that Westminster has replaced R&Ls over the years for example there is evidence that EDF did not install the replacements in the 1960s in Rosetti House and it is clear that they did not install the replacement in 1992 in Lutyens House). Even if EDF's predecessor installed them, there is no evidence or reason to assume that they did so as part of a statutory function, and indeed it is highly unlikely that they would have done so. There is no evidence that EDF entered into an agreement with Westminster that EDF would own the R&Ls. In any event, whether or not they are shown to be owned by EDF they are not part of EDF's distribution system.

[Westminster comment: Westminster does not hold any records in this regard and has not been able to race any records at this time from third parties. It awaits advice from EDF Energy as to whether it or its predecessor holds any such record]

EDF Energy does not hold any records but has been able to assist Westminster to some extent on this subject. See Appendix 1. In respect of any work that might have been carried out by LEB, EDF Energy has no record but asserts that if LEB had done the work it would have done so as contractor and not as statutory undertaker. As to this, EDF Energy continues to employ two men whose experience goes back to 1966 and 1972. Mr Cuddihey is an engineer in the current position of Senior Project Manager in customer operations who started with LEB in 1966 and Mr Barratt is a supervisor within customer operations who started in 1971. Both men are clear that LEB would have carried out the installation up to the cut outs in its role as statutory undertaker.

If and only if it was asked to do so it would also have quoted for the work of

installing the R&Ls, but this was always a separate quote (for what is now called contestable work) and was made by LEB Contracting (what was known from 1971 onwards as the Central Works Department). Local authorities often used LEB to carry out this work but developers, such as Barratt Homes (no relation to Mr Barratt referred to above), more usually used their own sub-contactors. This point was clearly made by Gordon Rees referred to in paragraph 4.14 above.

4.44 From EDF's understanding of Westminster's standard leases (including those used at John Aird Court), Westminster has:

(1) proceeded on the footing that it owned the R&Ls;

(2) purported to sell the cables within each demise even if upstream of the meter, which it could not do if it did not own them and would not have done unless it thought it owned them;

(3) granted rights over the cables outside the demise but elsewhere in the block;

(4) undertaken to their lessees the obligation to maintain and renew the cables and reserved the right to charge their lessees for doing so; and

(5) conducted itself for many years in accordance with the above.

4.45 EDF submit there are six sources which should be considered in order to determine the dispute: property law; contract law; statute; regulations; licences; and policy.

Property law

4.46 EDF argue that chattels fixed to the land become fixtures and fittings and will pass with the land (Melluish v BMI (no. 3) [1996] 1 AC 454); the drafting of schedule 6, paragraph 11 to the Act is only explicable on the basis that R&Ls are not necessarily always owned by the undertaker; and Westminster has

granted leases on the basis that it owns the R&Ls and has an unqualified obligation to renew them.

Contract law

4.47 EDF submits that contract law has no relevance in this context and does not have to be considered. Although EDF and Westminster as building owner could have entered into a private law agreement for EDF to carry out work on R&Ls and for Westminster to pay for that, they have not done so.

Statute law

4.48 Previous legislation did not distinguish between suppliers and distributors; statutes referred to supply, which included both functions.

4.48A The 1899 Schedule, the 1989 Act and the 2000 Act all have two central features namely that work carried out to make a connection includes work to continue or maintain such a connection and that the undertaker can offer terms and charge for that work.

4.49 EDF refers to sections 16(1) and 64 of the Act. EDF questions whether section 16(1) entitles the owner of an unit in a block to make an individual demand for a connection to the distribution system or whether it only applies to connecting the whole block to the system. EDF submit that Parliament could not have intended that a developer/ owner would build a block but that the electrical infrastructure in it would be installed as a result of many different requests each coming from an individual flat owner or occupier. It is common sense that a developer/owner would require the distributor to connect the building to the system i.e. take the distribution system to the cut-out in the intake room. From there the owner would install electrical infrastructure to as many units as he wished to create.

4.50 EDF submit that the word "premises" in section 16(1) is not intended to refer to individual units: premises is defined in section 64 by reference to any land building or structure. The distributor is required to make "a connection" (i.e.

one connection) to the premises owned or occupied by the person making the request (or by an authorised supplier acting with the consent of that owner) for the purpose of enabling electricity to be conveyed to or from the same premises. The language of the statute assumes one connection to one owner of a building or premises.

4.51 Parliament would not have intended different regimes for making a connection under section 16(1) and maintaining it under section 16(4). Section 16(4) only makes sense if it requires the connection first made under section 16(1) to be maintained.

4.52 Section 16 is not drafted to provide for multiple requests for connections in the same building by multiple owners where none can be actioned without the consent of the freeholder/owner of the common parts. It cannot be read to permit one owner (the freeholder) to demand multiple connections.

4.53 Therefore no distributor can be required to offer terms for installation of internal electrical structure within a building under section 16(1) or to continue it under section 16(4).

4.54 Even if, in principle, section 16 meant that a distributor could be compelled to install the internal infrastructure of a building, it is not reasonable in all the circumstances to do so under section 17(1). The work would involve removing old cables from the fabric of the building and would require wayleaves to be compulsorily obtained.

4.55 Even if sections 16 and 17 do permit freeholders or unit owners to demand connections, the distributor is required to offer terms under section 16A(1) and 16A(5) which may include charges under section 19. Section 19 clearly allows the distributor to charge the reasonable costs of renewing electrical infrastructure inside a building (especially where that will enhance or maintain the capital value of the building to the advantage of the owner(s)) unless the distributor would receive that money through some other mechanism.

4.56 EDF submit that it would still be entitled to charge for renewal of R&Ls if EDF

had become the owner of them, whether or not the R&Ls had become part of the distribution system. If section 16 does apply to multi-occupied buildings, EDF must provide electric lines if that is necessary to create or maintain the connection. The notice mechanisms of sections 16A and 19 entitle EDF to charge to make and maintain the connection.

4.57 In summary, section 16(4), read with sections 16A and 19, specifically provides for EDF to offer terms and charge for providing wires to maintain the connection. It would make no sense if this was negated because the R&Ls that EDF was required to install to make the connection under section 16(1) were to fall into EDF's ownership. The ability to charge at renewal should not depend on the vagaries of ownership in the meantime (this conclusion should be the same even if, contrary to EDF's primary case, the R&Ls became part of the distribution system).

Regulations

4.58 EDF refer to the Electricity Supply Regulations 1937, stated to be "For Securing the Safety of the Public and for Insuring a Proper and Sufficient Supply of Electrical Energy". It is clear that R&Ls throughout Westminster's housing stock (for example at Rosetti House) were installed before these Regulations were passed. EDF submits that such subordinate legislation (as well as any subsequent subordinate legislation such as the 1988 and the 2002 Regulations) designed to deal with the safety and security of electricity could not have been intended by Parliament to transfer ownership of privately owned assets forming part of a freehold property or to change the way in which such assets were funded or to impose significant new costs on undertakers. Regulation 25(a) provides that the undertakers would be responsible for all electric lines "placed by them on the premises of a consumer and either belonging to the undertakers or under their control". EDF submit that in the case of John Aird Court there is no evidence that EDF placed the lines originally and it is clear that they did not replace them when refurbishment works were undertaken and accordingly they are not owned by EDF and they are not under the control of EDF.

4.59 Sealing is done for purposes of safety and to prevent illegal abstraction of electricity and does not denote ownership or control.

4.60 EDF submit that the undertakers' responsibility extends to the lines "being installed and maintained in a safe condition and suitable for their respective purposes". It does not extend to renewal of lines as the law does not include renewal within a maintenance obligation (Ravenseft Properties Ltd v Davstone (Holdings) Ltd [1980] 1 QB 12).

4.61 The Electricity Supply Regulations 1988 replaced the 1937 Regulations. By then, in the case of John Aird Court the R&Ls had been originally installed (and it is also clear that in relation to other parts of Westminster's housing stock R&Ls had been replaced). In 1988 Parliament would have known that new buildings were constructed with electrical infrastructure and that council flats were being sold on the open market. Yet Parliament only introduced conventional and up-dated safety regulations.

4.62 The Electricity Safety, Quality and Continuity Regulations 2002 provide for a similar liability to maintain but based upon "operated" not controlled and they still have to be placed in situ by EDF and then owned or operated by EDF. The R&Ls were not operated by EDF. In any event it is clear that these Regulations were not intended to alter earlier ownership or responsibility and variations in language were to reflect the division of the industry into separate distribution and supply functions.

Licences

4.63 *Licences are granted to regulate the carrying out of a function. They* cannot alter rights of ownership or create primary obligations inconsistent with the statutory framework. EDF submits that its licence does not impose on it an obligation to renew the R&Ls and that nothing in the public electricity licence or the distribution licence or published pursuant to EDF's licence obligations invalidates its arguments in this case.

4.64 However, EDF state that it is clear from the Electricity (Class Exemptions from

the Requirement for a Licence) Order 2001 that the Councils can properly own the R&Ls without requiring any licence.

Policy Issues

4.65 In terms of regulatory consistency, EDF has relied on statements made by Offer about these issues in the past which have been broadly supportive of EDF's position.

4.66 There may be no difference between a multi-occupied office or commercial block and a residential block, or between a block that is publicly or privately owned.

4.67 A freeholder/developer builds a block to make a profit. To do so he must install infrastructure that includes power cables, water pipes and possibly digital television and broadband cables. Installing these is part of the cost of the building. It could not be argued that the distributor should pay for the cost of the electrical part at the expense of all London consumers.

4.68 Each flat owner has to maintain his flat's value by keeping the building infrastructure up to date. Renewal of the electrical infrastructure is no different to maintenance of the windows, the roof, the broadband cables or the plumbing. Parliament is unlikely to have agreed to legislation that would have resulted in all electricity consumers in London paying for capital profits for wealthy mansion flat owners in Knightsbridge, for example.

4.69 The propositions of the Councils rely on implications from subordinate legislation and licences rather than on interpretation of primary legislation. The regulations are neutral about ownership and certainly did not set out to transfer ownership.

4.70 EDF query what cables it must replace if Westminster's arguments are correct:

(1) If it is all the cables between the cutout and the meter, what about the case when the meters are positioned remotely from the flat? EDF

presume that it would only replace cables up to the meter, but notes that the meter-owning company and the freeholder decide between them where meters are positioned.

(2) What about the case where the landlord's meter for supply of common parts is in the basement but downstream of that are R&Ls carrying power to the common parts of each floor? EDF presumes that it is not obliged to renew those even though they may be in the same ducts as the R&Ls feeding the flats.

4.71 EDF claim that, if Westminster is correct, EDF could never be required to install the original R&Ls because it could never be required to do so by each flat owner and the freeholder would not be able to insist on 500 separate connections. Logically, EDF or its predecessors could never be required to install the R&Ls in its statutory capacity. Therefore there is no machinery by which the R&Ls could come into the ownership of EDF. EDF's next question is why the situation at renewal is any different from when the building was constructed. EDF submits that the only possible difference is that in place of one consumer (the freeholder) when the connection was established there are now multiple consumers (freeholder plus lessees/tenants). What would happen if some of the consumers refused to demand a continued connection, as they would be entitled to do?

4.72 EDF aver that Westminster's case requires Westminster to disavow the advice of counsel on which it has been charging services to lessees and to accept that it has imposed and collected service charges unlawfully for years and has drafted its leases incorrectly.

4.73 If EDF is not required to undertake the work under section 16, then it is entitled to charge if it agrees to carry out the work on a contractual basis. If it is required to undertake the work under section 16, section 19 specifically makes it clear that EDF is entitled to make a reasonable charge for the costs of making or continuing the connection.

4.74 EDF avers that the legislature had in mind these circumstances when it

passed the legislation:

(1) The undertaker is not obliged to make a connection for free.

(2) The work involved in making a connection is the provision of the physical R&Ls and the work involved in fitting them.

(3) What then is involved in continuing this connection when those R&Ls are no longer able to perform that function? The answer is identical to (2) plus possibly the cost of ripping out the old R&Ls.

(4) If the flat owner decided to move and purchase a new flat being constructed next door in the same block, he would have to pay a price for the flat that reflected the fact that a new electrical infrastructure had been provided and clearly EDF would not have had to provide it at all (and if it was required to provide it, then it would not be free as EDF would be able to charge under section 19). Not all lessees are ex-council tenants as the flats/lessees are bought and sold on the open market with buyers and sellers enjoying the benefit of full market values.

(5) The flat owner has paid nothing towards the cost of replacement of the R&Ls (i.e. via his charges for electricity).

(6) He chooses to stay in the old flat and renew the R&Ls.

(7) He asks EDF to do the work (the result would be the same whether he asked EDF or any other contractor).

(8) EDF is entitled to charge for the reasonable costs of making or continuing to make such a connection.

Conclusion

4.75 EDF concludes that it is clear that EDF has no obligation to renew Westminster's R&Ls and, if it does, it is entitled to charge Westminster the reasonable cost of carrying out that work.

PART 2 (Responses to Westminster's views dated 27 February 2008 using their sub-headings and also to the additional points they have made as included within section 3 above)

Overview

4.76 While the facts are now agreed, the way in which Westminster set out its case in its original "Overview" is instructive. They stated that electricity is typically supplied by cabling that leads to a main distribution board and that risers then connect the distribution board to a service head which in turn serves Ryefield distribution boards which lead to laterals going to each flat.

4.77 This description is wrong. The mains cables enter the building and go to the service cut-out. It is from the service cut-out that cables then go to a main and thereafter sub-distribution board(s).

4.78 It is EDF's case that its network ends at the service cut-outs (wherever they happen to be). *Its distribution system certainly does not pass through the* building in order reach individual flats.

The Scope of the Duty

4.79 It is not EDF's case that it accepts that it is under a statutory duty to make and maintain a connection if so requested to the individual flats in the block. EDF's case is set out in detail in its reference submissions and reproduced above.

4.80 EDF has already dealt with the absurdity of responding to hundreds of different requests from flat occupiers or what might happen if some flat occupiers request and some do not: there is no provision in section 16 for the freeholder/landlord to make such a request on behalf of all the occupiers, much less to do so without their consent.

The Claimed Right to Charge

4.81 Westminster bases much of its case on what it says is included within the definition "distribution system". But it does not set out any argument as to why it says that the distribution system extends to each flat.

Costs to be Defrayed

4.82 Paragraphs 22 to 28 of Westminster's submissions all refer not to the right to charge but to the policy by which the details of such a charge might be calculated. That is not the subject of this Reference and would only arise if Westminster sought a price for specific R&Ls to be renewed and wished to challenge the price that EDF then provided as being unreasonable or in some way capricious and not based on sustainable policy. Such an issue and investigation does not arise on this Reference.

4.83 This point is deployed by Westminster as disentitling EDF to the determination it seeks. EDF submits that this misses the point and unnecessarily complicates the Determination which everyone acknowledges is dealing with a question of principle. Westminster's objection goes only to the application of principle.

4.84 However, in the context of its arguments about reasonableness under section 19 Westminster raises the "25% Rule" which does call for a response. Its reliance on this so-called rule is wholly misplaced.

4.85 For a number of years prior to April 2005 distribution licences made reference to an arrangement for connection charges known as the 25% rule. The type of work that distributors carry out to provide a new connection can be categorised as either 'network extension' or 'network reinforcement'. These terms have well-understood meanings. Many new connections have no reinforcement component at all (where there is already spare capacity). If the new customer's capacity requirement was less than 25% of the capacity rating of the existing network that needed to be upgraded then this reinforcement work would be fully funded by the distributor. If it was more than 25% then the customer would be required to fund all of the reinforcement costs in addition to any network extension costs. In April 2005 the licence condition was changed so that the rule was replaced by what are now called 'reinforcement cost apportionment factors' under which customers will normally pay a proportion of any reinforcement costs calculated by reference to their requested capacity and the effective capacity of the reinforced

network.

4.86 Quite apart from the fact that the old rule has now gone, neither it nor its replacement have any bearing on the R&Ls issues because (i) they relate to reinforcement works on network assets *upstream* of the work required to connect the premises and (ii) the rules were only ever applied (so far as EDF knows) to connection charges at the time of original connection.

Westminster's Conclusion

4.87 Westminster sets out no positive case as to why EDF is wrong. It seeks clarification of EDF's policy for setting the charges which is outside the scope of the Reference and does so because it wishes to know whether it has itself properly charged and will continue properly to charge its lessees.

Westminster Reply Points

4.88 Westminster have added two points in reply (see paragraphs 3.23 and 3.24 above) concerning the leases and the nature of the advice they had previously received and acted on.

(1) As to the leases Westminster say that they are not relevant to the issues in the reference. EDF Energy says that Westminster have missed the point. The leases are relevant because it is Westminster's case that the R&Ls belong to EDF Energy and are part of their distribution system. On Westminster's case that includes all cables up to the upstream side of the meter. Yet it is clear that cables falling within that description have been demised (i.e. sold) by Westminster to their lessees, which is wholly consistent with the legislation and with EDF Energy's submissions and wholly inconsistent with Westminster's arguments in this reference. They do not explain this or suggest how it could ever be consistent with their case.

(2) As for the legal advice, Westminster's point appears to be that such advice is privileged and therefore cannot be referred to. But that is not so. It is not privileged as between EDF Energy and Westminster. Westminster

have referred to their advice and made it available to one of their lessees. It was not, so far as EDF Energy know, subject to any embargo and that would be an issue between Westminster and the lessee in any event. The suggestion that Westminster can simply decline to comment further does not assist. The real point, to which Westminster has provided no answer, is that they have proceeded for many years, on advice, on the same basis as EDF Energy.

Westminster Additional Points

4.89 Westminster has now made additional points which are not included within their original submissions. The first of these includes a reference to section 4(4) of the 1989 Act when read in conjunction with section 16(1). It is said that section 16(1) constitutes the "primary" duty. This is wrong. It is not correct to isolate part of the relevant sections (sections 16 to 23) and call one the primary duty: the provisions have to be read together. In any event, this Act cannot be read in isolation: statutes do not have retrospective effect and Parliament plainly did not intend the 1989 Act to alter the previous position and/or to create retrospective obligations; had it intended to do so it would have been necessary to state that clearly in the Act itself: "unless the contrary intention appears, an enactment is presumed not to be intended to have a retrospective operation" – *Bennion* Statutory Interpretation. LEB carried out installation work up to the cutout under its statutory function in respect of which it rightly had a monopoly on the work and it carried out the installation of R&Ls (if and when it did so) only because it contracted to do so outside its statutory function. Section 4(4) does not assist Westminster at all. It merely describes a distribution system as one that conveys electricity "to any premises or to any other distribution system". EDF Energy's original submissions have already referred to the meaning of premises and also to the regime of private networks/exempt distributions systems which are of course included within the definition of "any other distribution system".

4.90 In their second additional point Westminster also rely on the case of Thames

Water Utilities Limited v Hampstead Homes Limited for a purpose different from that set out in their original submissions. However, EDF Energy say that the case does not assist in this determination at all for a number of reasons:

(1) The statutory regime is different.

(2) The duty to connect set out in section 45 of the Water Industry Act 1991 is in materially different terms and sets out its own definition of premises which is specific to that Act and the court has said nothing which applies to the Electricity Act and nothing that undermines the submissions already made by EDF Energy about the meaning of premises for the purposes of a decision under section 16 in respect of electricity connections.

(3) In any event the case concerned a different point namely the right to make infrastructure charges under section 142 (which, as the Judgment makes clear at paragraph 17 are wholly different from connection charges).

4.91 The next new point included by Westminster in reply concerns analysis of section 19(4) of the 1989 Act when read together with section 16 (this is part of a wholly new submission not relied upon by Westminster until it provided proposed changes to section 3 above on 28 November 2008: see paragraphs 3.12 to 3.15 above). These additional points are embedded in the section of their submissions dealing with what they say is EDF Energy's failure to set out a policy for the calculation of the costs that it will be entitled to charge (which is a different point answered in paragraphs 4.82-4.86 above). These new points do not add anything and in any event rely upon a selective and absurd view of the relevant legislation.

(1) It is clear from the 1899 Schedule (section 27) that if the undertaker was carrying out a statutory function it could charge for providing any necessary cables and was not obliged to supply electricity to any premises where the cables were in inadequate condition. Sections 16 and 19 can only apply to statutory work and do not apply to work carried out in a contracting function.

Westminster does not quote from section 19 of the 1989 Act, but, in any event, even if section 19 applied at all, it only provided that EDF Energy was liable to include the costs of *maintenance* ("expenses likely to be so incurred in maintaining [any electric line]"). This plainly did not embrace renewal. Parliament then made changes to the wording of sections 16-19 as part of the amendments within the Utilities Act 2000 only because the functions of supply and distribution were being separated: there is nothing in the 1989 Act as amended that was designed to alter the previous lines of responsibility in respect of R&Ls.

(2) The way in which Westminster express their submissions in paragraph 3.13 involves a re-writing of the statutory words: there is nothing in the statute, amended or unamended, that places upon EDF Energy the obligation to pay for the provision of wholly new cables.

(3) Westminster reads the words of a statute as passed in 2000 as having retrospectively required LEB, when carrying out contractual not statutory work decades earlier, to charge a capitalised sum in respect of an alleged permanent (i.e. never-ending) replacement obligation of equipment that LEB never owned. This is, with respect, absurd.

(4) Finally, Westminster appear to accept in their paragraph 3.15 that EDF Energy will have no obligation to renew without charge unless they installed the R&Ls in the first place. This demonstrates the central weakness in Westminster's case: it wishes to assert as a matter of statutory principle that the cables are part of the distribution system and yet they will only become so if EDF Energy has installed them. Leaving aside entirely EDF Energy's substantiated point that "LEB" or "LE" will have installed them as contractors not as statutory undertakers (about which Westminster makes no submissions at all) and that they never became part of the distribution system, it cannot sensibly be argued that some R&Ls are part of the distribution system and some are not depending on the mere chance of who installed them in circumstances where the owning and running of the distribution system is a monopoly function licensed by statute. Indeed, EDF Energy could not be liable

at all unless the work was part of its monopoly function and that would run wholly counter to the current licence regime, the system of licence exemptions, and the accessibility to the landlords of multi-occupancy buildings of the distributor's MPANs.

(5) Furthermore, in circumstances where these cables are not shown as part of EDF Energy's distribution system there can be no possibility of turning the burden of proof on EDF Energy as Westminster attempts to do in paragraph 3.15. It is said that EDF Energy must show that it did not include the cost of renewal in the original cost of installation. However, there is no evidence that LEB installed any of them, no evidence that it did so in discharge of any statutory function and Westminster cannot assert that there is some statutory *presumption* laid on EDF Energy unless it proves to the contrary. No such presumption exists.

5 STATUTORY OBLIGATIONS

5.1 Under section 16(1)(a) of the Act, an electricity distributor (such as EDF) is under a duty to make a connection between a distribution system of his and any premises when required to do so by the owner or occupier of the premises for the purpose of enabling electricity to be conveyed to or from the premises.

5.2 Under section 16(4)(a) of the Act, a reference to making a connection includes a reference to maintaining the connection (and continuing to provide the necessary electric lines or electric plant). Under section 16(4)(b), a reference to requiring a connection includes a reference to requiring the connection to be maintained (and the continued provision of the necessary electric lines and electric plant). Under section 16(4)(c), a reference to the provision of any provision of electric line or plant is a reference to provision of such a line or plant either by the installation of a new one or by the modification of an existing one.

5.3 Section 17(1) provides that nothing in section 16(1) requires a distributor to make a connection if and to the extent that-(a) he is prevented from doing so by circumstances not within his control;(b) circumstances exist by reason of which his doing so would or might involve his being in breach of regulations under section 29, and he has taken all such steps as it was reasonable to take both to prevent the circumstances from occurring and to prevent them from having that effect; or(c) it is not reasonable in all the circumstances for him to be required to do so.

5.4 Under section 64(1) of the Act, "premises" includes any land, building or structure.

5.5 Section 19(1) of the Act provides that:

> "Where any electric line or electrical plant is provided by an electricity distributor in pursuance of section 16(1) above, the distributor may require any expenses reasonably incurred in providing it to be defrayed

by the person requiring the connection to such extent as is reasonable in all the circumstances."

5.6 Under section 19(4) of the Act, "any reference in section 19 to any expenses reasonably incurred in providing an electric line or electrical plant includes a reference to the capitalised value of any expenses likely to be so incurred in continuing to provide it."

5.7 Any dispute arising under sections 16 to 21 of the Act, between an electricity distributor and a person requiring a supply of electricity may be referred to the Authority under section 23 of the Act for determination.

DETERMINATION BY THE GAS AND ELECTRICITY MARKETS AUTHORITY OF A DISPUTE REFERRED TO IT UNDER SECTION 23 OF THE ELECTRICITY ACT 1989 CONCERNING WHO IS RESPONSIBLE IN LAW FOR RENEWING RISING AND LATERAL MAINS AT THE PREMISES AND WHO SHOULD BEAR THE COST OF RENEWAL

WESTMINSTER APPENDIX 1

PROPERTY IN THE CITY OF WESTMINSTER

John Aird Court, Harrow Road, London W2

The Estate

1. John Aird Court is a complex of low and medium rise buildings constructed around 1950. There are 228 individual flats in John Aird Court.

2. Freehold ownership: Westminster is the freehold owner.

The Supply and Service Cut-Out

3. Supply is brought to the buildings into a ground floor electrical intake room. There is no sub-station. It goes into the service cut-outs in the intake room.

Internal Supply

4. The supply is then taken to a Ryefield fuse board and from there the rising and lateral mains ran in VIR or MICC eable concealed within the structure to the individual Customer Consumer Units (CCU) within each flat.

Procurement

5. It is likely that the original installation would have been pre-1947. There is no record of LEB carrying out the installation of the R&Ls.

6. By letter dated 5 April 2007, Westminster (via its managing agent, CityWest Homes) requested EDF to either fund or renew the cabling at John Aird Court. The letter was acknowledged by EDF on the 27 April 2007 but no reply to the request was received.

7. Consequently, Westminster tendered the rewiring of John Aird Court to 4 private contractors with the work being awarded to the lowest tender namely Parker Bromley Ltd. Service charge demands range between £300 and £3,000 depending on the size of the flat and the apportionment specified in the lease (the lease percentage). (EDF Energy cannot formally agree this but has not reason to question it).

8. Between March and August 2008, the rising and lateral mains were replaced. New XPLE armour plated cables were fed from a new Ryefield fuse board in the ground floor electrical intake rooms. The cabling was run through new pre-painted galvanised steel trunking, surface mounted on the ceilings and walls, up through the landings of the buildings to the inside of the flats and connected to the CCUs. Drawings showing the position of the old and new cabling were provided by Westminster headed "Appendix 3 Technical Drawings".

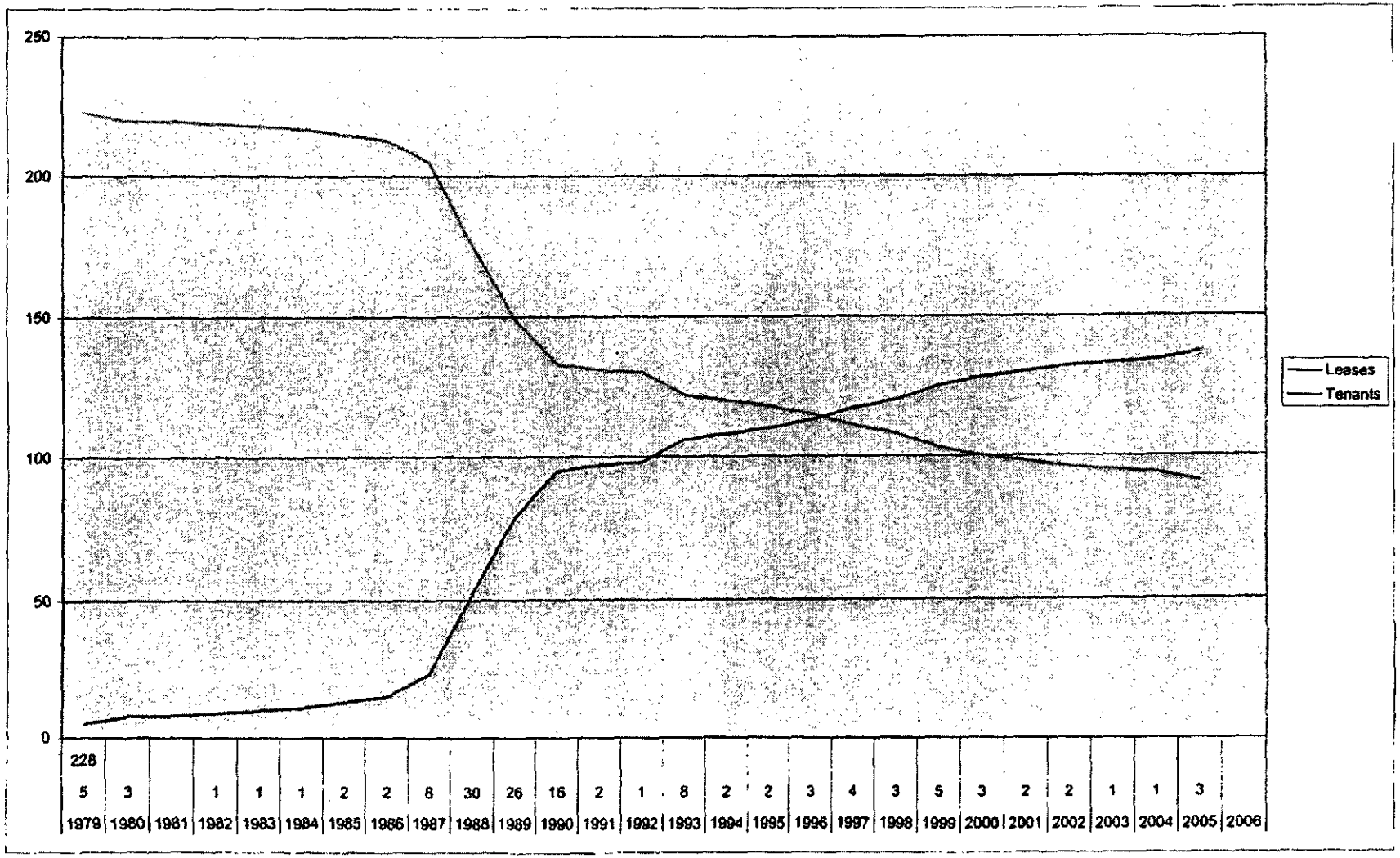
Maintenance History

9. LEB/LE/LPN have never maintained the R&Ls

Tenure

10. Of the 228 flats, 137 are now held by the residents on long leases, but 91 are still rented out to tenants. Westminster started selling flats in John Aird Court in 1979 and the number of owners exceeded the number of tenants around 1996. A graph showing tenure movement has been provided by Westminster headed "Appendix 1 Graph of Tenure Movement".

11. A copy of the standard lease for John Aird Court was provided by Westminster "Appendix 2 Standard Lease".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Leases
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FLAT IN BLOCK RIGHT TO BUY

DATED do not date 2003

HOUSING ACT 1985 - PART V
(As amended)

THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER

- to -

JUBEDA KHATUN

LEASE

- of -

Flat No. 63 John Aird Court Howley Place London W2 1UZ
in the City of Westminster

Sharpe Pritchard
Elizabeth House
Fulwood Place
London WC1V 6HG
DX 353 London
Tel: 020 7405 4600
Fax: 020 7242 2202
Ref: SF/4691/1780

HOUSING ACT 1985 - PART V
(AS AMENDED)
LAND REGISTRATION ACTS 1925 to 1986

LONDON BOROUGH	:	CITY OF WESTMINSTER
TITLE NUMBER	:	
PROPERTY	:	63 JOHN AIRD COURT HOWLEY PLACE LONDON W2 1UZ
DATED	:	7th day of May 2003

PARTICULARS

LESSEE	:	**JOBEDA KHATUN** of 63 John Aird Court Howley Place London W2 1UZ
REFERENCE PERIOD DATE	:	TWELFTH DAY OF NOVEMBER 2001
COMMENCEMENT DATE	:	TWENTY FOURTH DAY OF MAY 1983
PURCHASE PRICE	:	ONE HUNDRED AND TWENTY EIGHT THOUSAND FIVE HUNDRED POUNDS (£128,500)
DISCOUNT	:	THIRTY EIGHT THOUSAND POUNDS (£38,000)
THE ESTATE	:	JOHN AIRD COURT
THE PROPERTY	:	JOHN AIRD COURT
FLOOR LEVEL	:	THIRD
THE DEMISED PREMISES	:	63 JOHN AIRD COURT HOWLEY PLACE LONDON W2 1UZ

THIS LEASE is made the 7th day of May Two thousand and ~~One~~ Two

BETWEEN THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER of Westminster City Hall Victoria Street London SW1E 6QP (hereinafter called "the Lessor") of the one part and the Lessee specified in the Particulars (hereinafter called "the Lessee") of the other part

WHEREAS in this Lease save as otherwise provided or unless the context otherwise requires:

(A) "the Act" means the Housing Act 1985 (as amended)

(B) "the Demised Premises" means the premises described in the Fourth Schedule hereto

(C) "the Estate" means the Estate described in the First Schedule hereto

(D) "the Flats" means the flats forming part of the Property and "Flat" has a corresponding meaning

(E) "an Inflation Allowance" means as prescribed by the Secretary of State in accordance with the Housing (Right to Buy) (Service Charges) Order 1986

(F) "the Initial Period" means the period commencing from the start of the Reference Period or the date of this Lease whichever is the earlier to the end of the Lessor's fifth Financial Year beginning after the date of this Lease

(G) "the Lessee" includes two or more joint Lessees their survivor or survivors and the successors in title and assigns of the Lessee

(H) "the Lessor" includes the persons or body for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted

(I) "the Lessor's Financial Year" means the period from the First day of April in any year to the last day of March in the following year or such other period of one year's duration as shall from time to time be determined by the Lessor in which case the appropriate transitional arrangements shall be made

(J) "the Owner" means the lessee for the time being of a Flat demised for a term exceeding twenty-one years

(K) "the Particulars" means those particulars of lease recorded on the front page hereof

(L) "the Property" means the property described in the Second Schedule hereto

(M) "the Reference Period" means the period commencing three months after the Reference Period Date specified in the Particulars to the end of the Lessor's fifth Financial Year beginning after that date

(N) "the Reserved Property" means the property described in the Third Schedule hereto

(O) The obligations of joint Lessees shall be joint and several

(P) Words importing only the masculine gender shall include the feminine and the singular number shall include the plural

(Q) References to any Act of Parliament Order Regulation or Direction shall be deemed to be references to that Act Order Regulation or Direction as from time to time amended extended or re-enacted

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the Purchase Price specified in the Particulars now paid by the Lessee to the Lessor (receipt whereof the Lessor hereby acknowledges) and of the rent and other monies hereinafter reserved and covenanted to be paid and the Lessee's covenants hereinafter contained the Lessor HEREBY DEMISES unto the Lessee with full title guarantee ALL THAT the Demised Premises TOGETHER with the rights and easements set out in the Fifth Schedule hereto EXCEPT AND RESERVING unto the Lessor as set out in the Sixth Schedule hereto TO HOLD the same (subject to the stipulations conditions and all other rights easements liberties and privileges to which the Property or the Demised Premises or any part thereof are now or may at any time during the continuance of the term hereby granted be subject) unto the Lessee for the

term of ONE HUNDRED AND TWENTY FIVE YEARS from the Commencement Date specified in the Particulars YIELDING AND PAYING therefor by way of rent during the term hereby granted (A) the yearly sum of TEN POUNDS (£10.00) payable by equal half-yearly payments in advance on the First day of April and the First day of October in each year the first of such payments or a proportionate part thereof to be made on the execution hereof AND (B) all monies due to the Lessor pursuant to the provisions of Clause 3 hereof

2. THE Lessee HEREBY COVENANTS with the Lessor throughout the term hereby granted:

(A) to observe and perform the covenants contained in the Seventh Schedule hereto

(B) to comply with and observe such regulations as the Lessor may make for the benefit of the Owners of the Flats with regard to the Reserved Property and in particular but without prejudice to the foregoing to comply with the Regulations made at the date hereof and set out in the Eighth Schedule hereto

3. THE Lessee HEREBY FURTHER COVENANTS with the Lessor that the Lessee will:

(A) During the Reference Period pay to the Lessor the average annual amounts shown in Part I of the Tenth Schedule hereto as the Lessee's estimated contributions AND will pay on demand the amount by which the estimated amount is less than the total amount due and payable by the Lessee in respect of the items referred to in Part I of the said Tenth Schedule such total amount being a fair and reasonable proportion (as determined by the Lessor) of the total monies properly and reasonably expended by the Lessor in respect of such items for or otherwise for the benefit or use of the Property

(B) During the Initial Period pay to the Lessor the Lessee's estimated contributions in respect of works (including works for the making good of structural defects) itemised in Part II of the said Tenth Schedule and the Lessee's estimated contributions in respect of improvements (if any)

itemised in Part III of the said Tenth Sehedule together in eaeh ease with an Inflation Allowance

(C) From the expiry of the Reference Period or the Initial Period as the case may be pay to the Lessor during the remainder of the term hereby granted such annual sum as may be notified to the Lessee by the Lessor from time to time as representing a fair and reasonable proportion of the reasonably estimated amount required to cover the costs and expenses incurred or to be incurred by the Lessor in carrying out any improvements or providing any additional services to the Reserved Property or to the Estate as the Lessor may in its absolute discretion from time to time during the remainder of the term hereby granted consider necessary and which are for the benefit of the Demised Premises or the Lessee and in carrying out the obligations or functions contained in or referred to in this Clause and in Clauses 4 and 6 hereof and in performing the covenants set out in the Ninth Schedule hereto (save the costs and expenses incurred in rebuilding or reinstating the Property or any part thereof in accordance with the provisions of Paragraph 18 of Schedule 6 to the Act) and also insofar as such works have not been carried out when the Reference Period or the Initial Period as the case may be has expired the works referred to in Part II and Part III of the Tenth Schedule hereto (such costs and expenses being hereinafter together called "the Management Charges") such estimated amount to be payable half yearly in advance on the days for payment of rent herein contained and in the event of default by the Lessee such management Charges shall be forthwith recoverable by action as if rent in arrear AND it is hereby declared that the Management Charges may (without prejudice to the generality of the foregoing) and so far as it is lawful so to do include such amounts as the Lessor shall from time to time consider necessary to put to reserve to meet the future liability of carrying out major works to the Property the Reserved Property or to the Demised Premises PROVIDED THAT the Lessor will make an appropriate contribution to the Management Charges in respect of any Flat for the time being not sold or let on long lease for a term exceeding twenty one years

(D) Pay to the Lessor on demand the amount by which the estimated sum paid by the Lessee to the Lessor under Sub-clause (C) of this Clause in respect of the Management Charges is less than a fair and reasonable proportion (as determined by the Lessor) of the total monies properly and reasonably expended or retained by the Lessor such fair and reasonable proportion (determined as aforesaid) being a proportion of the total sum expended or retained by the Lessor as aforesaid in respect of or otherwise for the benefit or use of the Property

(E) If the amount by which the estimated Management Charges paid by the Lessee to the Lessor under Sub-clauses (A) (B) or (C) of this Clause is more than a fair and reasonable proportion of the total monies properly and reasonably expended or retained by the Lessor as above the excess so paid shall be carried forward by the Lessor to be credited to the account of the Lessee

4. THE Lessor HEREBY COVENANTS with the Lessee that the Lessor (at the expense of the Lessee as herein provided and subject to the payment by the Lessee of the Management Charges) will perform and observe and carry out or cause to be carried out the covenants and obligations set out in the Ninth Schedule hereto and the obligations on its part herein contained

5. THE Lessor HEREBY FURTHER COVENANTS with the Lessee that:-

(A) It will to the extent permitted by law require every Owner to whom it shall hereafter grant a Lease of the Flats or any of them to enter into covenants and regulations with the Lessor similar to those herein contained and that at the request and cost of the Lessee and upon the prior payment to the Lessor by the Lessee of such sum as the Lessor may reasonably require in respect of such costs will enforce the said covenants and regulations against other Owners

(B) It will at the request of the Lessee (subject to the payment by the Lessee of a reasonable charge therefor) supply details of the insurance effected by the Lessor in respect of (inter alia) the Property PROVIDED that the Lessor shall not be required to supply such details more than once

in any one year of the term hereby granted

(C) The Lessee duly paying the rent hereby reserved and observing and performing all and every the covenants conditions restrictions regulations obligations and agreements herein contained shall peaceably hold and enjoy the Demised Premises (together with the rights hereby granted) for the term hereby granted without any interruption by the Lessor or any person lawfully claiming under or in trust for it

6. IT IS HEREBY AGREED AND DECLARED as follows:-

(A) That the Lessor shall at all times during the term hereby granted manage the Property in a proper and reasonable manner

The Lessor shall be entitled:

(i) to appoint if the Lessor so desires managing agents for the purpose of managing the Estate or the Property and to remunerate them properly for their services in accordance with the normal scale of charges

(ii) to employ architects surveyors solicitors accountants contractors builders gardeners and any other person firm or company properly required to be employed in connection with or for the purpose of or in relation to the Estate or the Property or any part thereof and pay them all proper fees charges salaries wages costs expenses and outgoings

(iii) to delegate any of its functions under Clause 4 and Sub-clauses (A)(i) and (ii) of this Clause the Ninth Schedule hereto and Part II and Part III of the Tenth Schedule hereto to any firm or company whose business it is to undertake such obligations upon such terms and conditions and for such remuneration as the Lessor shall think fit

(B) That any failure on the part of the Lessor to perform or supply such obligations and services shall not release or in any way exonerate the Lessee from complying with performing or observing his covenants or obligations herein contained

7. IF and whenever the said rent or Management Charges or any part or parts thereof or any other monies due hereunder shall be unpaid for twenty-one days after becoming payable (whether formally or legally demanded or not) or if and whenever the Lessee shall not observe and perform all and every the covenants conditions restrictions regulations obligations and agreements on the part of the Lessee herein contained then and in any such case it shall be lawful for the Lessor or any person or persons authorised by the Lessor in that behalf to re-enter the Demised Premises or any part thereof in the name of the whole and to repossess and again enjoy the Demised Premises as in their first and former state notwithstanding anything herein contained to the contrary and thereupon the term hereby granted shall cease and determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants on the part of the Lessee herein contained

8. ANY notice under this Lease shall be in writing and any notice to the Lessee shall be deemed to be sufficiently served if left addressed to the Lessee at the Demised Premises or sent to the Lessee at the Demised Premises by post and any notice to the Lessor shall be deemed to be sufficiently served if addressed to the Chief Executive of Westminster City Council and delivered to him personally or sent to him by post or left at Westminster City Hall Victoria Street London SW1E 6QP

9. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration (other than rent) exceeds £250,000

10. It is hereby certified that there is no Agreement for Lease to which this Lease gives effect

IN WITNESS whereof the Lessor has caused its Common Seal to be hereunto affixed and the Lessee has signed this document as a Deed the day and year first above written

THE FIRST SCHEDULE above referred to

THE ESTATE

ALL THAT area of land situate in the City of Westminster shown for the purposes of identification only outlined in red on the plan annexed hereto comprising land garden flats maisonettes garages parking spaces (if any) stores and premises being the Estate known as specified in the Particulars

THE SECOND SCHEDULE above referred to

THE PROPERTY

ALL THAT piece or parcel of land being part of the Estate and known as specified in the Particulars TOGETHER with the Flats erected thereon or on some part thereof but excluding all other parts of the Estate

THE THIRD SCHEDULE above referred to

THE RESERVED PROPERTY

FIRST ALL THOSE the areas forecourts courtyards fences walls and the halls staircases lifts (if any) landings steps passages and other parts of the Property which are used in common by the owner or owners or occupiers of any of the Flats forming part of the Property

SECONDLY ALL THOSE the external main structural parts of the Property including the roofs roof supports foundations and external walls and parts thereof (but not the glass in the windows of the Flats nor the interior faces of such external walls as bound the Flats) also the walls dividing the Flats from the common halls staircases (but excluding the interior faces of such walls and any staircases situated wholly within the Demised Premises) landings steps and passages in the Property and all the cisterns tanks central heating apparatus (if any) sewers drains gutters pipes wires cables ducts and conduits not used solely for the purpose of the Demised Premises and the joists or beams to which are attached any ceilings or floors also the structural

parts or railings of any balconies

THIRDLY all other parts of the Estate other than the Property

THE FOURTH SCHEDULE above referred to

THE DEMISED PREMISES

ALL THAT Flat including the surface of the floors above the joists and the surface of the floor of the balcony (if any) and the ceiling of the Flat up to but excluding the joists and beams to which the ceiling is attached and all walls save the exterior walls and the walls dividing it from any other Flat or from the common halls staircases landings steps and passages in the Property (but including the surfaces of such walls within the Demised Premises and the glass of the windows of the Flat and the doors and door frames) as the same is situate on the Floor Level of the Property specified in the Particulars and known as the Demised Premises specified in the Particulars TOGETHER with all conducting media whieh are laid in any part of the Property and serve exclusively the Flat ALL which Demised Premises are for the purposes of identification only shown coloured pink on the said plan TOGETHER ALSO with such garden ground (if any) PROVIDED that all internal walls and structures separating the Demised Premises from any other Flat shall be party walls and structures AND PROVIDED FURTHER that the Demised Premises shall not include such other parts of the Property forming or intended to form part of the Reserved Property and the premises included or intended to be included in the Leases of the adjoining or neighbouring Flats

THE FIFTH SCHEDULE above referred to

RIGHTS AND EASEMENTS GRANTED TO THE LESSEE

1. The right in common with the Lessor and Owners and occupiers of all other Flats and all others having the like right for the Lessee and for all other persons coming to or leaving the Demised Premises to use for the purpose only of access to and egress from the Demised Premises all such parts of the Estate as afford access thereto or egress therefrom (including all or any lifts) subject to such regulations for the common enjoyment thereof as the Lessor may from time to time prescribe

2. The right of free passage and running of gas electricity or other illuminant or source of power water and soil from and to the Demised Premises through all cisterns tanks sewers drains gutters pipes wires cables ducts and conduits which are now or may at any time hereafter be in or under or upon any part of the Estate for the service of the Demised Premises and the right of free passage through any telephone cables serving the Demised Premises together with all easements rights and privileges proper for repairing maintaining and reinstating the same

3. The benefit of covenants and restrictions similar to those herein contained imposed by the Leases of other Flats upon the Owners thereof so far as such covenants and restrictions are intended to benefit the Demised Premises or the Lessee and so far as the benefit thereof can in law accrue to the Demised Premises or the Lessee

4. The right of support and shelter so far as may be necessary for the Demised Premises as the same is at present enjoyed from the adjoining Flat or Flats and any part of the Estate which may be respectively below or beside or above the Flat and the foundations thereof and the right to the protection afforded to the Demised Premises by the roof of the Property

5. The right at all reasonable times with or without workmen and others as often as need or occasion shall require to enter any adjoining or adjacent Flat or any part of the Reserved Property as necessary and remain therein for such reasonable time as is necessary for the purpose of complying with any of the covenants on the part of the Lessee herein contained which cannot

otherwise be complied with the Lessee making good forthwith any damage caused thereby such right not to be exercised unless reasonable notice has previously been given to the adjoining Owner (or to the Lessor if the Flat to be entered has not been sold or let on long lease for a term exceeding twenty one years) except in case in emergency

THE SIXTH SCHEDULE above referred to

EXCEPTIONS AND RESERVATIONS

1. The right of free passage and running of gas electricity or other illuminant or source of power water and soil from and to other parts of the Estate through all cisterns tanks sewers drains gutters pipes wires cables ducts and conduits which now are or may at any time hereafter be in over under or upon the Demised Premises and the right of free passage through any telephone cables passing over or through the Demised Premises together with all easements rights and privileges proper for repairing maintaining and reinstating the same

2. The right of support and shelter so far as may be necessary to the superior and inferior adjoining Flats and any other part of the Estate as the same is at present enjoyed

3. The right for the Lessor its servants or agents and the Owners or occupiers of the other Flats their servants or agents at all reasonable times with or without workmen and others as often as need or occasion shall require to have access to and enter the Demised Premises and remain therein for such reasonable time as is necessary for the purpose of executing repairs or carrying out any other works to any part of the Estate or to any cisterns tanks sewers drains gutters pipes wires cables ducts and conduits or other things serving any part of the Estate which cannot otherwise be executed and of complying with their respective obligations either hereunder or under any covenants relating to any other Flat the person exercising such rights making good forthwith any damage caused by such entry such right not to be so exercised unless reasonable notice has previously been given to the Lessee except in case of emergency

4. All such other rights and easements and quasi-easements over the Demised Premises as now belong to or are enjoyed or intended to be enjoyed by any other part of the Estate or any part of any adjoining or neighbouring property

5. The right for the Lessor in its absolute discretion at any time or times during the term hereby granted to:-

(i) extend the Property (but not the Demised Premises) whether by construeting an addition or additions thereto or increasing the height of the Property or carrying out any other alterations thereto

(ii) carry out any improvements or provide additional or substitute services to the Property (but not the Demised Premises) or to the Estate

(iii) divert substitute stop-up close or otherwise alter any of the estate roads driveways vehicular accessways or footways or landscaped areas on the Estate

(iv) construct a building or buildings of any description on any part of the Estate

(v) agree with an adjoining or adjacent occupier variations in the boundaries of the Estate excluding the Demised Premises

THE SEVENTH SCHEDULE above referred to

COVENANTS ON THE PART OF THE LESSEE

1. To pay the said yearly rent Management Charges and other monies herein reserved and/or payable at the times and in the manner at and in which the same are made payable without any deduction

2. To bear pay and discharge all water rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary parochial local or otherwise) which are now or may at any time hereafter during the term hereby granted be charged levied assessed or imposed upon the Demised Premises or any part thereof or upon the Owner or occupier in respect thereof

whether the same shall be in the nature of those now subsisting or otherwise

3. To pay for all gas and electricity and other illuminant or source of power consumed on the Demised Premises and all charges for the hire of meters in respect thereof and all hot water and central heating charges (if any) and to observe all regulations and requirements of the relevant authorities

4. To accept the supply of heat and hot water (if any) presently supplied to the Demised Premises or which may in the future be supplied thereto by the Lessor

5. To the satisfaction of the Lessor to keep in good and substantial repair and condition and properly cleansed throughout the term hereby granted the Demised Premises and all fixtures and fittings therein and all additions thereto and whenever necessary (save in the case of damage by fire or other risk against which the Lessor shall have insured pursuant to the provisions of paragraph 2 of the Ninth Schedule hereto unless the insurance policy shall have been vitiated or payment of the policy monies or part thereof refused in consequence of some act neglect or default on the part of or suffered by the Lessee) to rebuild and reinstate and replace the Demised Premises and every part thereof including all doors and door frames floors and ceilings and all cisterns tanks drains pipes wires cables ducts and any other things installed for the purpose of supplying gas electricity or other illuminant or source of power or for the purpose of draining away water and soil and for allowing the escape of steam or deleterious matter from the Demised Premises in so far as pipes wires ducts or other things are solely installed or used only for the purposes of the Demised Premises excluding installations for the communal supply of heat and hot water to the Property or part thereof (if any) but including all walls windows boards and skirtings SAVE THAT in the case of all exterior walls and all walls dividing the Demised Premises from other Flats and the common halls staircases passages and landings in the Property the obligations of the Lessee under this paragraph shall be limited to keeping the interior plaster

work and decoration of such walls windows boards and skirtings in such repair and condition as aforesaid

6. To paint the interior of the Demised Premises with two coats at least of best quality paint and well and sufficiently paper and plaster the interior of the Demised Premises and all additions and improvements thereto as are usually or ought to be painted papered and plastered and generally to decorate and redecorate the Demised Premises in every sixth year of the term hereby granted and in the last year of the term hereby granted (howsoever determined)

7. To permit the Lessor with or without workmen and all other persons authorised by it at reasonable times and upon reasonable notice (except in emergency) during the term hereby granted to enter upon and view and examine the condition of the Demised Premises and prepare a schedule of all landlord's fixtures and fittings therein and for any other purpose and of all defects and wants of repair on any such view found the Lessor may thereupon serve the Lessee with notice in writing specifying any repair necessary to be done and for which the Lessee is liable under the covenants in that behalf herein contained and requiring the Lessee forthwith to execute the same and if the Lessee shall not within three months after service of such notice or sooner if requisite proceed diligently with the execution of such repairs to permit the Lessor and all persons authorised by it to enter upon the Demised Premises with any requisite appliances and execute such repairs and the cost thereof shall be paid to the Lessor by the Lessee and be forthwith recoverable by action as if it were rent in arrear

8. Upon receipt of reasonable notice (except in case of emergency) to permit the respective Owners of the other Flats to have access to and enter upon the Demised Premises as often as it may be reasonably necessary for them to do so in fulfilment of their respective obligations under any covenants relating to any other Flat and similar to those herein contained

9. Within the time specified by law or by notice requiring the same to be done or if no such

time is specified within a reasonable time to carry out all sanitary works and all other works whatsoever which a Public Authority (including the Lessor in its capacity as the Local Planning Authority) or any other competent Authority may lawfully require to be carried out on or in connection with the Demised Premises (whether by the Landlord tenants owner or occupier) all such works to be done to the satisfaction of the Lessor or its agents in all respects and to pay or cause to be paid all fees lawfully payable to any surveyor or other officer employed by the Public Authority and all other fees and payments properly claimed by any such Authority and also the proper and usual fees and charges of the Lessor or its agents for work done by the Lessor or its agents in preparing or approving plans or in supervising the execution of any of the works or otherwise in connection with the Demised Premises or as may thereafter be required hereunder

10. If within a period of three years from the date hereof the Lessee shall make a relevant disposal of the Demised Premises or any part thereof the Lessee shall pay to the Lessor on demand the Discount specified in the Particulars (being the discount allowed to the Lessee on the execution hereof) but reduced by one third for each complete year which elapses after the date of these presents and before the relevant disposal PROVIDED that if there is more than one relevant disposal during the said period of three years the liability to repay the discount shall arise only on the first of them AND PROVIDED FURTHER that a disposal is a relevant disposal for the purposes of this Paragraph if it is -

(a) an assignment of this Lease; or

(b) the grant of a sub-lease (other than a mortgage term) for a term of more than twenty-one years otherwise than at a rack rent, whether the disposal is of the whole or part of the Demised Premises and for the purposes of (b) above it shall be assumed that any option to renew or extend a sub-lease, (whether or not forming part of a series of options) is exercised and that any option to terminate a

sub-lease is not exercised

A relevant disposal is exempted by this Paragraph if -

(a) it is a disposal of the whole of the Demised Premises and an assignment of this Lease and the person or each of the persons to whom it is made is a qualifying person as hereinafter defined;

(b) it is a vesting of the whole of the Demised Premises in a person taking under a will or on an intestacy

(c) it is a disposal of the whole of the Demised Premises in pursuance of an order under Section 24 of the Matrimonial Causes Act 1973 or Section 2 of the Inheritance (Provision for Family and Dependants) Act 1975;

(d) the property disposed of is acquired compulsorily by a person who has made or would have made or for whom another person has made or would have made a compulsory purchase order authorising its compulsory purchase for the purposes for which it is acquired

For the purposes of this Paragraph a person is a qualifying person in relation to a disposal if he-

(a) is the person or one of the persons by who it is made;

(b) is the spouse or a former spouse of that person or one of those persons; or

(c) is a member of the family of that person or one of those persons and has resided with him throughout the period of twelve months ending with the disposal

11. Within twenty-one days after every assignment transfer underletting vesting deed assent charge mortgage or devolution of the Demised Premises or on the grant of Probate of the Lessee's Will or on the grant of Letters of Administration to his Estate to produce the same or a certified copy thereof to the Lessor's Solicitor for registration and to pay to the Lessor's Solicitor the reasonable costs of registration but not less than a fee of THIRTY POUNDS (£30.00) in respect

of each document so registered

12. In the event of the Lessor contemplating selling or granting a lease of the reversion expectant hereon to permit on reasonable notice being given any prospective purchaser or lessee or their respective agents to enter upon the Demised Premises to view the same

13. (i) Not to carry on or permit to be carried on upon in over or under the Demised Premises any development within the meaning of the Town and Country Planning Act 1990 nor to apply for or knowingly permit any application for permission under the said Town and Country Planning Act 1990 to carry out any such development

(ii) Not to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises or any part thereof which may contravene any provision of the said Town and Country Planning Act 1990 and to keep the Lessor indemnified against all costs claims demands and liabilities in respect thereof

(iii) Within seven days after the receipt of the same to give full particulars to the Lessor of any notice or proposal for a notice or order or proposal for an order given issued or made to or on the Lessee by the Planning Authority (including the Lessor in its capacity as Local Planning Authority) under the said Town and Country Planning Act 1990 and if so required by the Lessor to produce such notice or proposal to it and without delay to take all reasonable and necessary steps to comply with any such notice or proposal and if the Lessor is not the Local Planning Authority at the request of the Lessor but at the cost of the Lessee to make or join with the Lessor or any other person the Lessor shall direct in making such objection or representation against or in respect of any such notice order or proposal as the Lessor shall deem expedient

14. Not to permit any owner or occupier of any adjoining or adjacent premises to acquire any right of light or air way water drainage or other easement over the Demised Premises or the Property but forthwith to inform the Lessor of any act or thing coming to the knowledge of the Lessee which might result in the acquisition of any right or easement over the Demised Premises or the Property and to do all acts and things which may be necessary or expedient to prevent the acquisition of any such right or easement

15. Not to suffer any encroachment to be made on the Demised Premises and if any such shall be made to permit the Lessor or others for the time being concerned to take any appropriate action and not to permit any wilful voluntary or permissive waste or spoil to be done or suffered upon the Demised Premises

16. To pay to the Lessor all expenses (including Solicitor's costs and Surveyor's fees) (i) incurred by the Lessor in or in contemplation of any proceedings under Sections 146 and/or 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court and (ii) incurred by the Lessor incidental to the preparation and service of a Schedule of Dilapidations at the end of the term hereby granted (howsoever determined) in respect of the Demised Premises

17. Not to commit or permit others (including for the avoidance of doubt other occupiers of the Demised Premises his or their visitors or licensees or minors) to do or suffer to be done on the Demised Premises or the Estate any act or thing which may be or become a nuisance or inconvenience to the Lessor or to any other owner or occupier of any of the Flats or to any other person including (without limiting the generality of the foregoing) any act or thing which in the opinion of the Lessor amounts or may amount to harassment on the grounds of colour race ethnic or national origin including abusive behaviour (whether verbal or otherwise)

18. Not to use the Demised Premises for any trade profession or business whatsoever but to

keep and use the Demised Premises as a single private Flat for residential purposes only

19.(a) Not to use the Demised Premises or permit or suffer the same to be used for any purpose of an illegal immoral improper unpleasant noisy or noxious nature

(b) Not to damage or otherwise defaee or permit the damage or defaeement of any part of the Reserved Property and in the event of any breach of this sub-paragraph to pay to the Lessor forthwith on demand the costs of making good such damage or other defacement

20. Not at any time hereafter without the Lessor's prior written consent (such consent being required from the Lessor as landlord in addition to any eonscnt required from the Lessor in its capacity as a local planning authority) to make or permit to be made any alteration in the construction height elevation or architectural appearance of the Demised Premises or any part thereof or to alter or cut any of the principal walls or timbers thereof or erect or build any additional or any substituted building whatsoever upon the Demised Premises or any part thereof or enclose the portico thereof (if any) or to erect any fences or obstruction poles wires aerials or other erection upon the Demised Premises or in any way alter add to or interfere with the central heating or hot water system (where applicable) in the Demised Premises

21. To pay the Lessor's Solicitor's costs and Surveyor's fees in connection with every application for the consent or approval of the Lessor as may be required hereunder by the Lessee

22. Not to permit any water or liquid to soak through the floors of the Demised Premises or suffer dirt rubbish rags or refuse or any corrosive or harmful substance to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in or serving the Demised Premises and in the event of such happening without prejudice to the Lessor's other rights under this Lease immediately at the expense of the Lessee to rectify and make good all damage and injury thereby caused

23. At the expiration or sooner determination of the term hereby granted peaceably and

quietly to surrender and yield up unto the Lessor or as it may direct the Demised Premises with vacant possession with the appurtenances and all the Landlord's fixtures and fittings therein in good and substantial repair and condition and in all ways in accordance with the Lessee's covenants herein contained

24. Not to do or permit or suffer to be done any act or thing whereby the Lessor's policy or policies of insurance in respect of the Estate or any part thereof may be or become void or voidable or whereby the rate of premium may be increased and any expenses incurred by the Lessor in or about any renewal of such policy or policies rendered necessary by a breach by the Lessee of this covenant shall be repaid by the Lessee to the Lessor and be recoverable by the Lessor as if they were rent in arrear

25. Where there is an independent space heating and/or hot water system within and serving only the Demised Premises fuelled by natural gas to have such system inspected and serviced annually by a contractor approved by the appropriate Gas Authority and to produce to the Lessor on demand a current receipted account in respect of such inspection and service

26. To pay any value added tax lawfully imposed upon and added to any fee charge cost or expense in respect of goods and services supplied by or on behalf of the Lessor under or in connection with this Lease or the net cost to the Lessor of value added tax for which the Lessor may be liable to third parties in respect of goods and services supplied under or in connection with this Lease

27. Without prejudice to the Lessor's rights hereunder in the event of any rent Management Charges or part thereof or any other monies due to the Lessor under the provisions of this Lease remaining unpaid for more than twenty-eight days after becoming due to pay to the Lessor interest on the amount outstanding for the period from the due date until the date of payment such interest to be at the rate from time to time in force under Section 32 of the Land Compensation

THE EIGHTH SCHEDULE above referred to

REGULATIONS TO BE OBSERVED BY THE LESSEE

1. The Lessee shall not:

(a) Affix or paint on any part of the Demised Premises any plate or notice or exhibit in any window or upon any external part of the Demised Premises or of the Estate or on any part of the common entrance halls staircases landings or passages any trade professional or business notice or advertisement whatsoever

(b) Hold or permit any sale or auction on the Demised Premises

(c) Keep in the Demised Premises any dog cat or other animal without the Lessor's written consent and where such consent is granted to keep a dog not to allow the dog off the lead whilst on any part of the Reserved Property or the Estate other than the Demised Premises

(d) Allow or permit window boxes or plants to be placed on any window sills or balconies without the prior written approval of the Lessor

(e) Throw refuse or permit refuse to be thrown from the windows or doors of the Demised Premises or expose washing clothes mats or rugs or hang beat or shake washing clothes mats or rugs on or from the windows landings balconies stairs or roof of the Demised Premises

(f) Erect or permit to be erected any external wireless or television aerial telephone or other apparatus or make any attachment to the Demised Premises in connection therewith without the prior written approval of the Lessor or interfere with or cause or permit interference with the Television Aerial System (if any) at the Demised Premises

(g) Play or permit the use of any piano gramophone or radio or television apparatus tape

recorder or musical instrument in such manner so as to cause annoyance to the occupiers of neighbouring Flats

(h) Permit music or singing after 11.00pm

(i) Bring liquefied petroleum gas or any other explosive substance on to the Demised Premises nor shall the Lessee use or keep or permit to be used or kept liquefied petroleum gas or any other explosive substance on the Demised Premises

(j) Park or permit to be parked within the Estate any vehicle except in a parking space designated by the Lessor

2. The Lessee shall:

(a) Provide (if required) and maintain a dustbin for use in connection with the Demised Premises

(b) Have the chimneys (if any) of the Demised Premises swept at least twice a year and at such other times as the Lessor may require

(c) Be responsible for all damage caused by him or his family or visitors to the Property and for any breach of any of these conditions by his family or visitors

(d) Keep all passages and staircases on the Estate clear of obstruction of any kind

(e) In making use of a lift or hoist where such is provided at the Estate observe the regulations made by the Lessor from time to time governing its use

3. Any disputes between the Lessee and occupiers of Flats for the time being not sold or let on long lease for a term exceeding twenty one years in respect of the use of the Property shall be settled by reference to the Lessor

4. Written application shall be made to the Lessor for any permission required for any purpose under the foregoing conditions

THE NINTH SCHEDULE above referred to

COVENANTS TO BE OBSERVED BY THE LESSOR

1. To keep in good and substantial repair and condition (and whenever necessary rebuild and reinstate and renew and replace all worn or damaged parts)

(i) The main structure of the Property including all foundations forming part of the Estate all exterior and all party walls and structures and all walls dividing the Flats from the common halls staircases landings steps and passages in the Estate and the walls bounding the same and all electrical and other fittings and windows in the Estate (but excluding the internal plaster the windows and electrical and other fittings inside any individual Flat for which the Owner thereof is responsible under any provisions in his Lease corresponding to Paragraph 5 of the Seventh Schedule hereto) and all doors therein save such doors as give access to individual Flats and including all roofs and chimneys and every part of the Property above the level of the top floor ceilings

(ii) All cisterns tanks sewers drains gutters pipes wires cables ducts and conduits and any other thing installed in the Property for the purpose of supplying water gas electricity heat (where applicable) and other usual services and for the purpose of draining away water and soil and for allowing the escape of steam and deleterious matter save only such cisterns tanks sewers drains pipes wires cables ducts and conduits and other things as are solely installed or solely used for the purpose of any particular Flat and for which the Owner thereof is responsible under any provisions in his Lease corresponding to Paragraph 5 of the said Seventh Schedule

(iii) Any wireless and television masts and aerials cables and wires erected on the Property or in or over the roof or roofs of the Property and available for use with the Flats

(iv) All such parts of the Reserved Property not hereinbefore mentioned and all fixtures and fittings therein and additions thereto

PROVIDED that nothing herein contained shall prejudice the right of the Lessor to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Lessor or the Property by the negligence or other wrongful act of the Lessee or any such other person

2. To insure and keep insured (unless vitiated in whole or in part by any act or default of the Lessee) the Property (including the Demised Premises) against loss or damage by fire and such other risks as the Lessor may from time to time consider desirable to the full rebuilding cost thereof and to any extent in excess of such amount and against such other risks as the Lessor may from time to time deem necessary or prudent and to pay the premiums on any such insurances upon the due date and in the event of damage by fire or other cause to lay out forthwith all monies received from any such insuranee in rebuilding and reinstating the Property and making good such damage

3. To keep adequately lighted all such parts of the Reserved Property as are normally lighted or should be lighted and keep clean and tidy the said common halls staircases landings steps passages doors windows areas forecourts and courtyards

4. At the discretion of the Lessor to paint in a workmanlike manner with two coats of good quality paint and to grain paper varnish distemper whiten stop and decorate in like manner all such parts of the Reserved Property as are usually so treated and at the discretion of the Lessor as aforesaid

(i) to clean burn off stop prime (as may be necessary) and paint in a workmanlike manner all external woodwork and

(ii) to clean brush or remove old paintwork and paint in a workmanlike manner all external and exposed metal work and

(iii) to clean rub down and paint in a workmanlike manner all such parts of the exterior of the

buildings forming part of the Property as are now painted and

(iv) to cut out and repoint all loose or faulty joints in brickwork and around window frames and

(v) to clean out all gutters and repair or replace as required and

(vi) to repair or remove and replace defective and broken tiles slates and lead and asphalt roof covers and (vii) to cut out and repoint with cement any cracks and faulty joints in chimney stacks (if any)

5. To manage the Property for the purpose of keeping the Property in a condition similar to its present state and condition

THE TENTH SCHEDULE above referred to

See attached (Appendix B)

SIGNED AS A DEED by the said **LESSEE** in the presence of:

X J. KHATUN XJK

WITNESS Bomar.

NAME BODRUL ZAMAN

ADDRESS 11 Capland House Capland Street London NW8 8LL

APPENDIX B

PART I

ANNUAL SERVICE/MANAGEMENT AND MAINTENANCE CHARGE (COSTS OTHER THAN FOR MAJOR REPAIRS)

Costs for the whole Block	Your share
Ground maintenance	£97.43
Hire of paladin bins	£7.81
Pest control	£4.91
Repairs and maintenance	£587.44
Building insurance	£46.99
Supervision & management	£293.47
Window cleaning	£1.43
Planned preventative maintenance	£61.31
Lift maintenance	£256.43
Lift health & safety	£6.70
Contract supervision	£53.46
Communal electricity	£30.01
Contract cleaning	£215.60
Sub-total	£1,662.99
Accountancy and administration	£131.45
YOUR ESTIMATED ANNUAL CONTRIBUTION (for the financial year ending 31st March 2002)	**£1,794.44**

PART II

REPAIRS

DESCRIPTION	COST FOR THE BLOCK	YOUR SHARE
External walls	£360,525	£2,322
Windows & doors	£12,075	£78
External works	£141,738	£913
External services	£72,450	£467
Roof	£111,550	£718
Lifts	£699,200	£4,503
Repairs sub-total	**£1,397,538**	**£9,001**

PART III

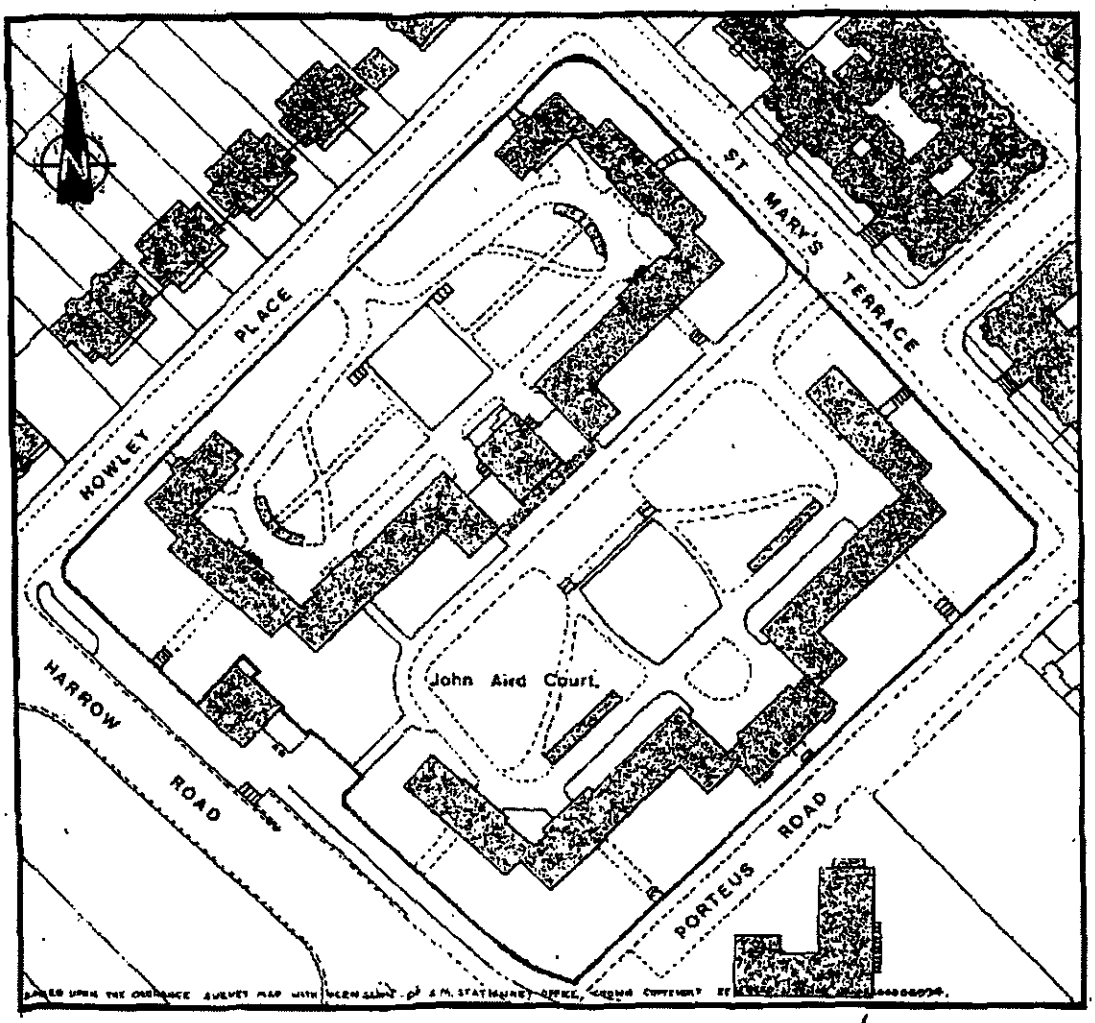
IMPROVEMENTS

DESCRIPTION	COST FOR THE BLOCK	YOUR SHARE
Decorations	£180,262	£1,161
Drainage	£82,800	£533
Improvements sub-total	**£263,062**	**£1,694**
TOTAL REPAIR AND IMPROVEMENT COSTS	**£1,660,600**	**£10,695**

PART IV

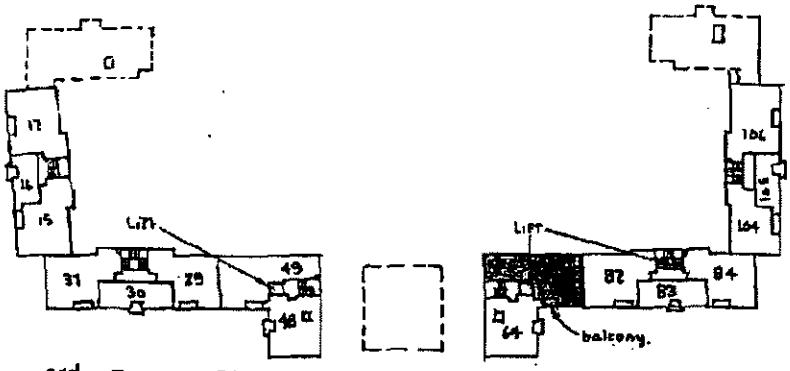
STRUCTURAL DEFECTS DECLARATION

No known structural defects. This statement should not be interpreted as meaning that the property is free from disrepair.



X J.KHATUN

YJK



3rd. Floor Plan.

SCALE — 1:1250 & 1:1000 DATE — 04.03.03. DRAWN — J.M.A. REF — WHOC/1651	No 63 JOHN AIRD COURT, HARROW ROAD LONDON W2 1UZ.	CITY OF WESTMINSTER. WESTMINSTER CITY HALL, VICTORIA STREET, LONDON SW1E 6QP.

Baynes, Allan

From: Lee Griffiths [lee.griffiths@parkerbromley.co.uk]
Sent: 30 05 2008 10:43
To: Bryan Packman Marcel
Cc: Baynes, Allan; 260 CityWest Lateral Mains
Subject: 260 John Aird Court & Queen's Park Court Builder's Work Drawings

JOHN AIRD COURT

Morning Peter,

Please find attached the complete set of builder's work drawings for both sites, along with the issue sheet.

The new drawings are as follows: BUILDERS WORK DRG.

- **Block 1-6**
- **Block 7-17**
- **Block 107-115**
- **Block 116-126**

That completes the list of blocks requiring builder's works.

I welcome your comments/approval.

Have a good weekend,

Kind regards,

Lee William Griffiths
Trainee Projects Engineer

Parker Bromley
Building Services Contractors
5 Ravensquay
Cray Avenue
Orpington
Kent
BR5 4BQ

"Quality this time, next time & everytime"

T: 01689 604 218
F: 0871 221 4503
lee.griffiths@parkerbromley.co.uk
www.parkerbromley.co.uk

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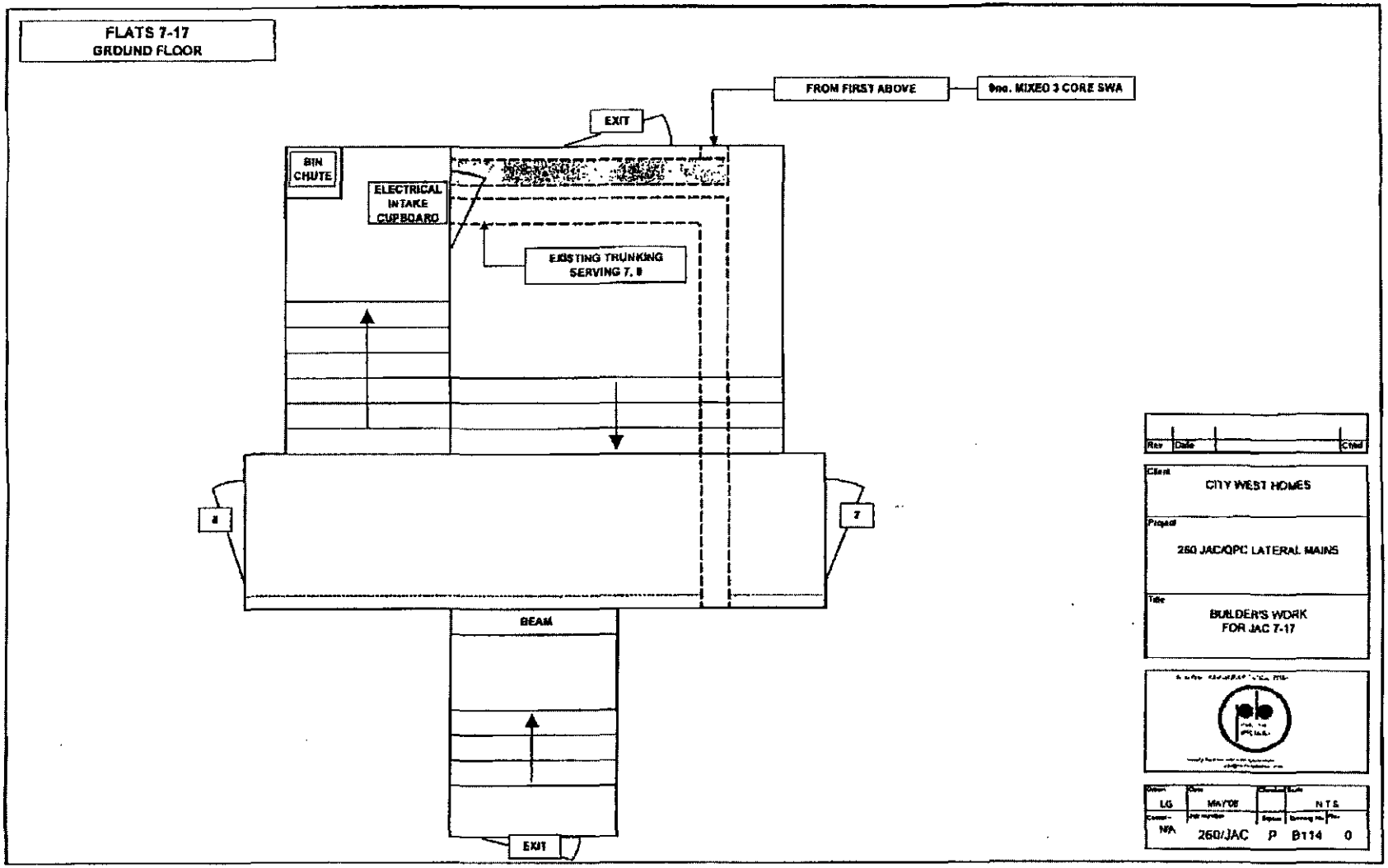
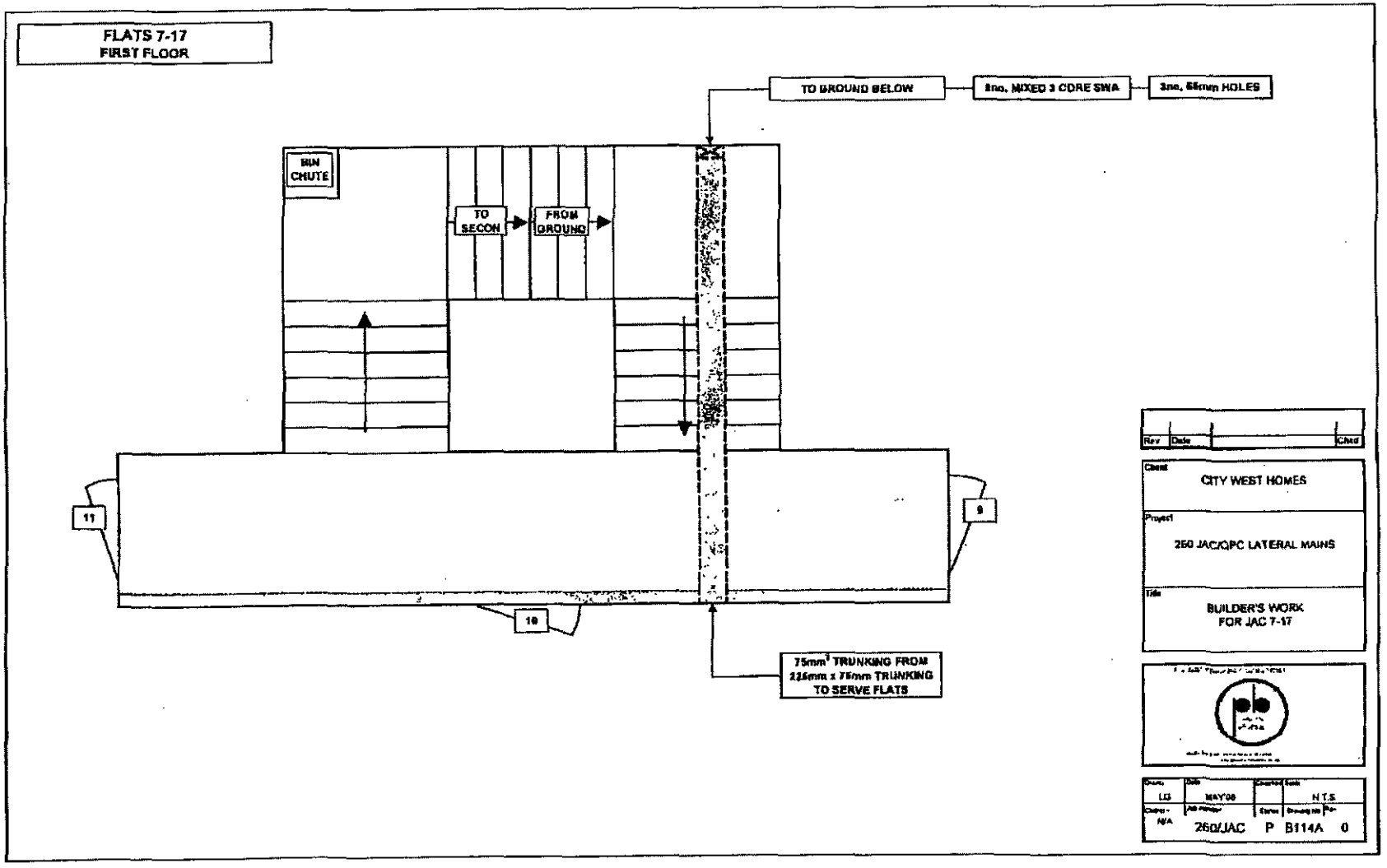
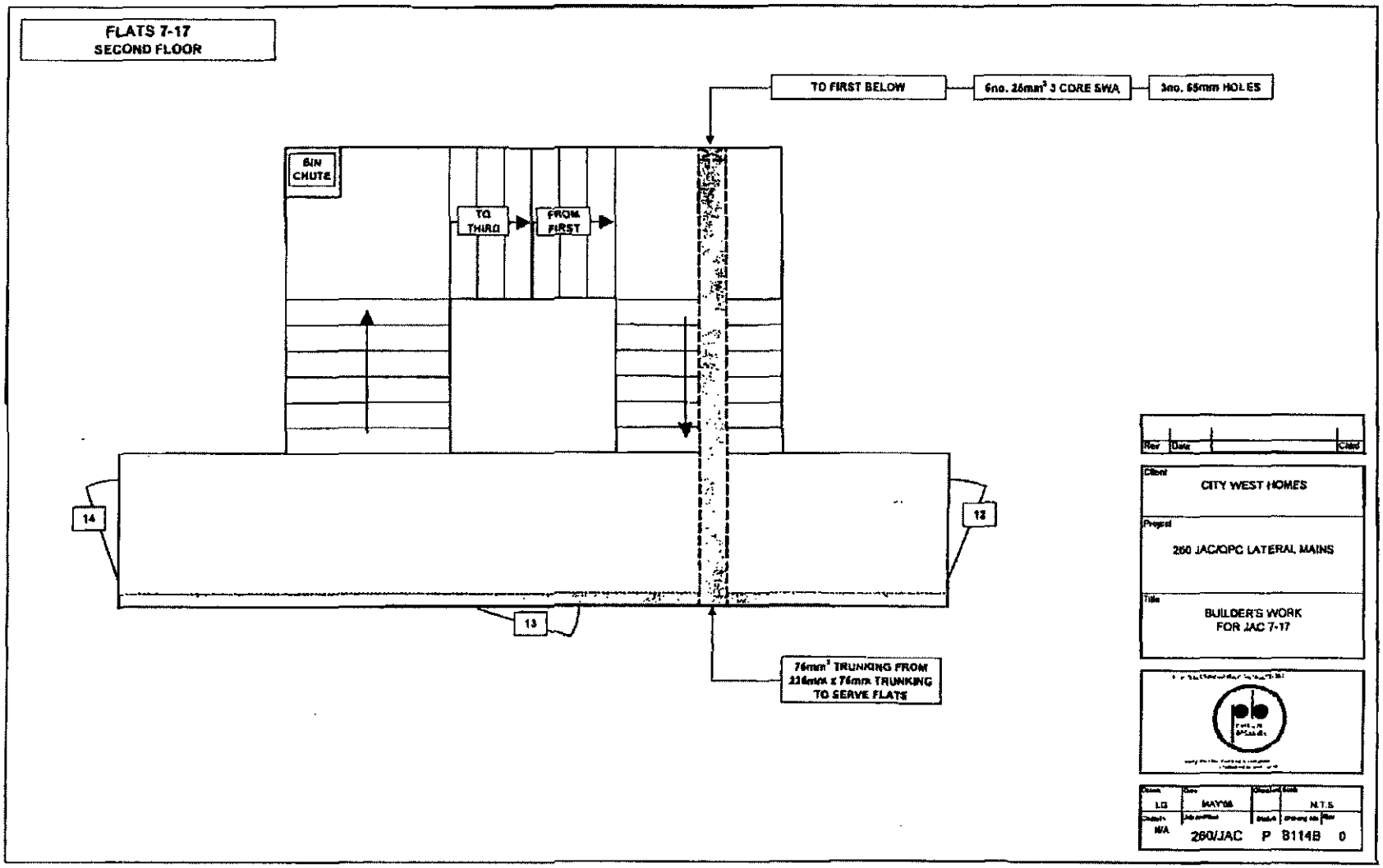

FLATS 7-17
GROUND FLOOR
FROM FIRST ABOVE
9no. MIXED 3 CORE SWA
EXIT
BIN CHUTE
ELECTRICAL INTAKE CUPBOARD
EXISTING TRUNKING SERVING 7, 8
8
7
BEAM
EXIT
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
260 JAC/QPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 7-17
Drawn
LG
Date
MAY'08
Checked
Scale
N.T.S.
Contract
N/A
260/JAC
P
B114
0


FLATS 7-17
FIRST FLOOR
TO GROUND BELOW
3no. MIXED 3 CORE SWA
3no. 65mm HOLES
BIN CHUTE
TO SECON
FROM GROUND
11
9
10
75mm² TRUNKING FROM 225mm x 75mm TRUNKING TO SERVE FLATS
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
250 JAC/QPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 7-17
LG
MAY'08
N.T.S
N/A
260/JAC P B114A 0


FLATS 7-17
SECOND FLOOR
TO FIRST BELOW
6no. 25mm² 3 CORE SWA
3no. 65mm HOLES
BIN CHUTE
TO THIRD
FROM FIRST
14
13
12
76mm² TRUNKING FROM 216mm x 76mm TRUNKING TO SERVE FLATS
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
260 JAC/OPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 7-17
LG
MAY08
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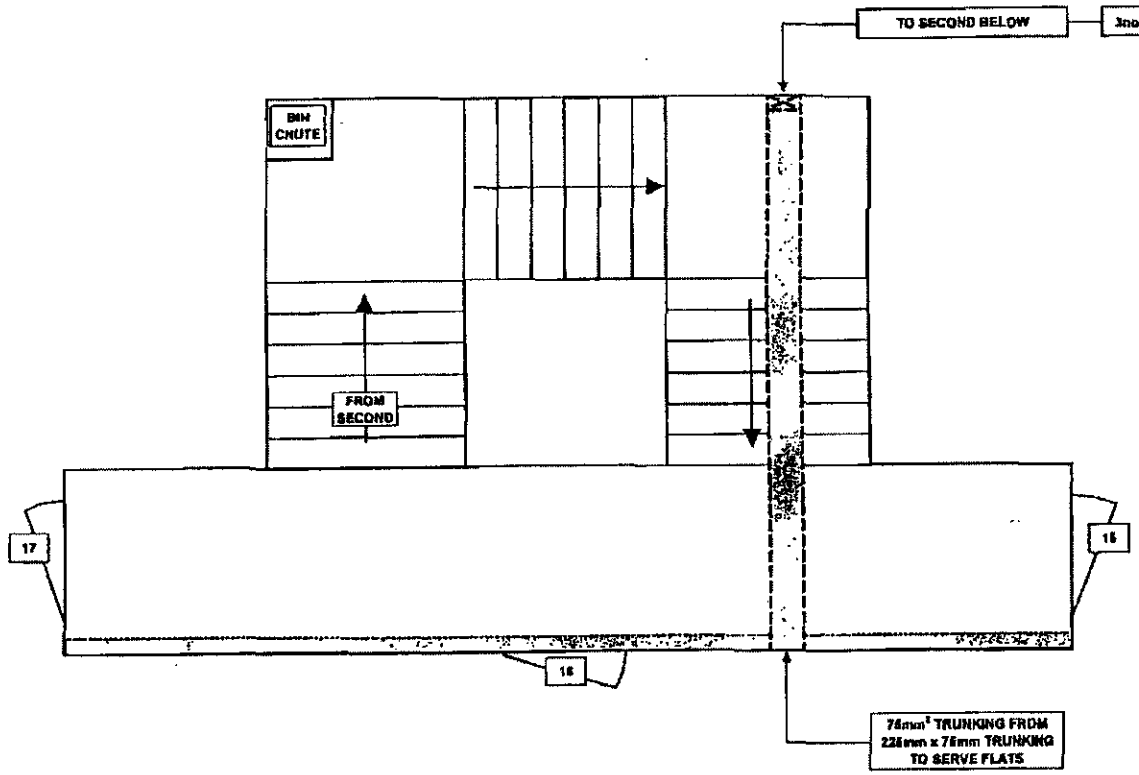
FLATS 7-17
THIRD FLOOR



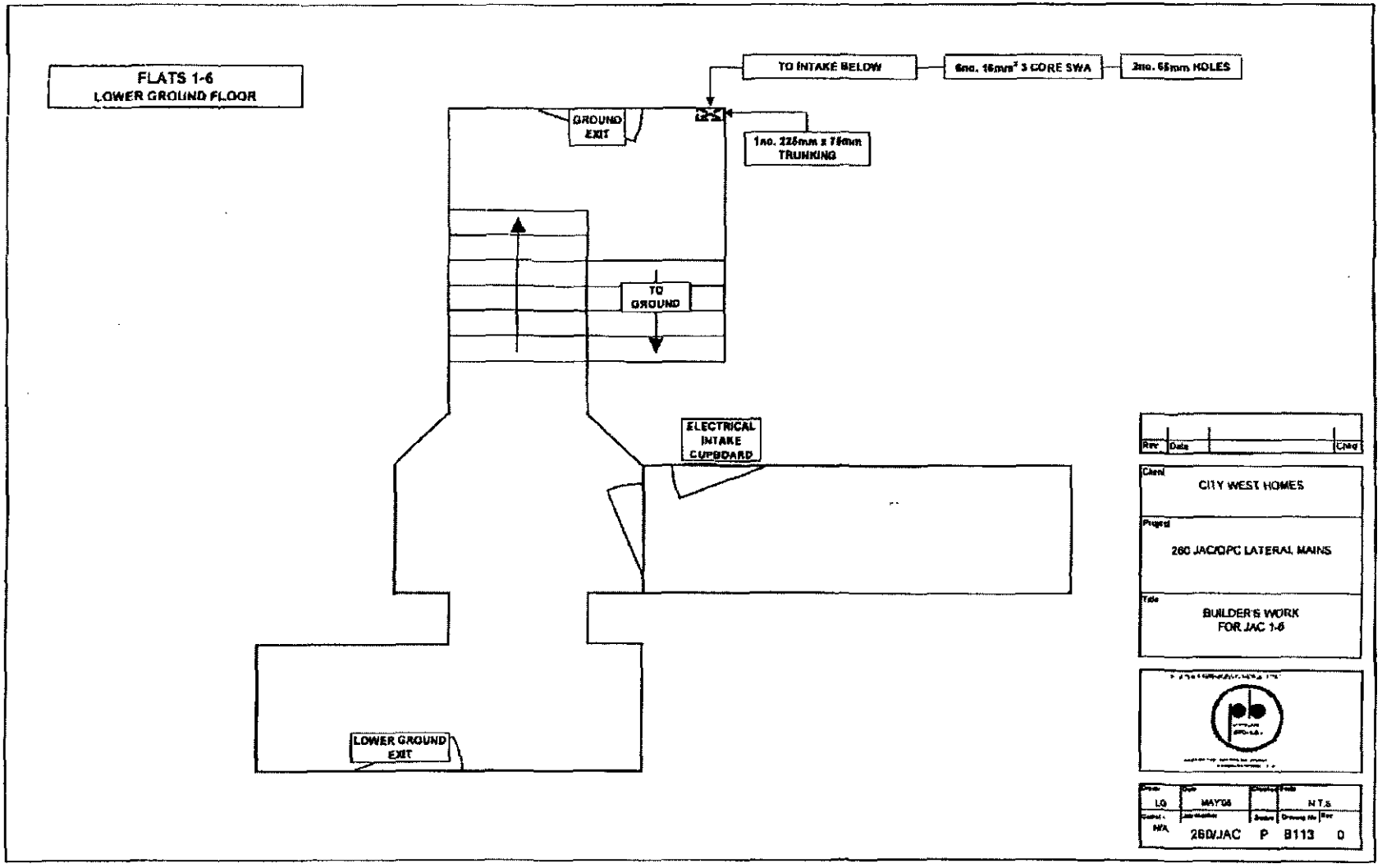
Rev	Date		Chkd

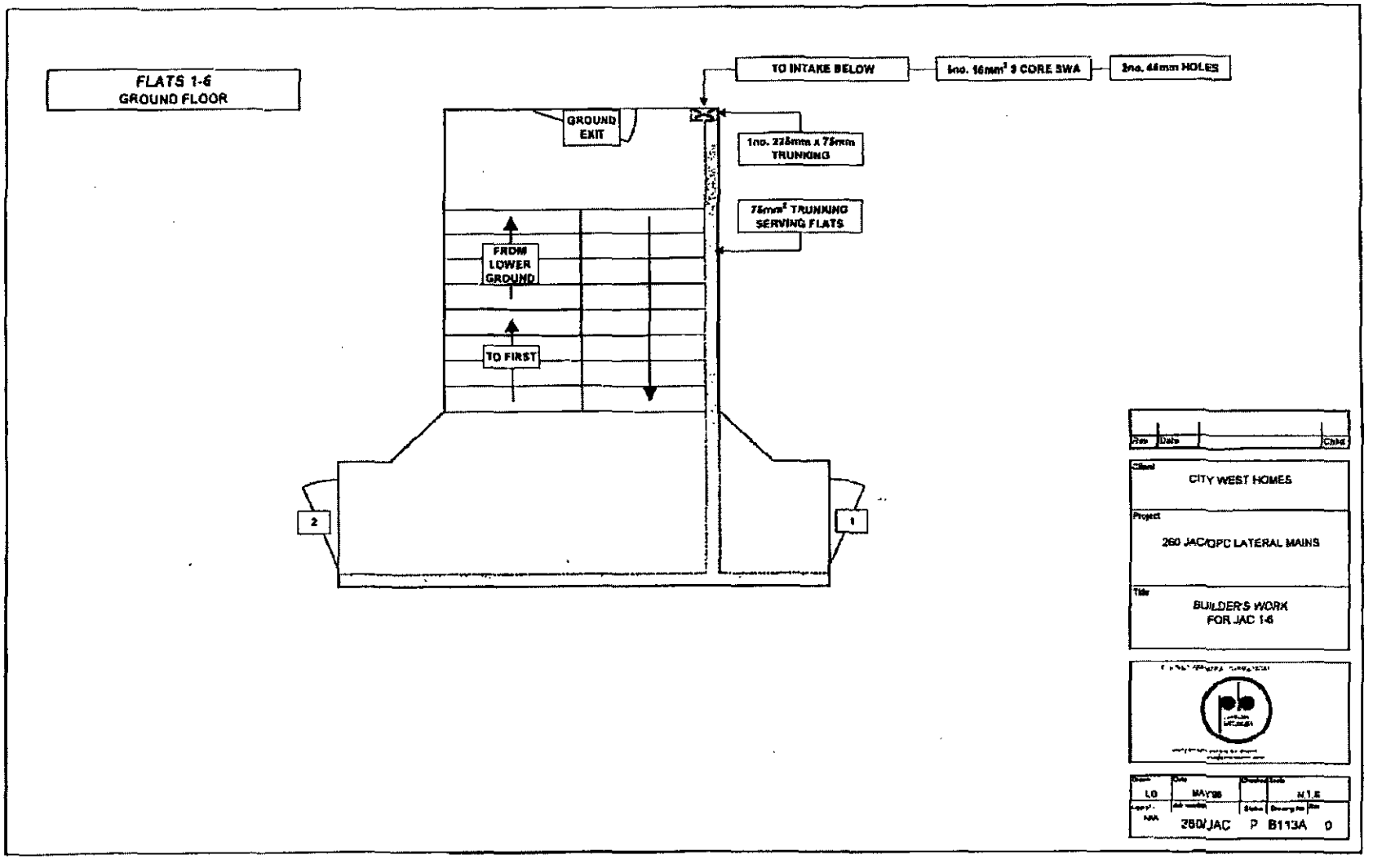
Client: CITY WEST HOMES

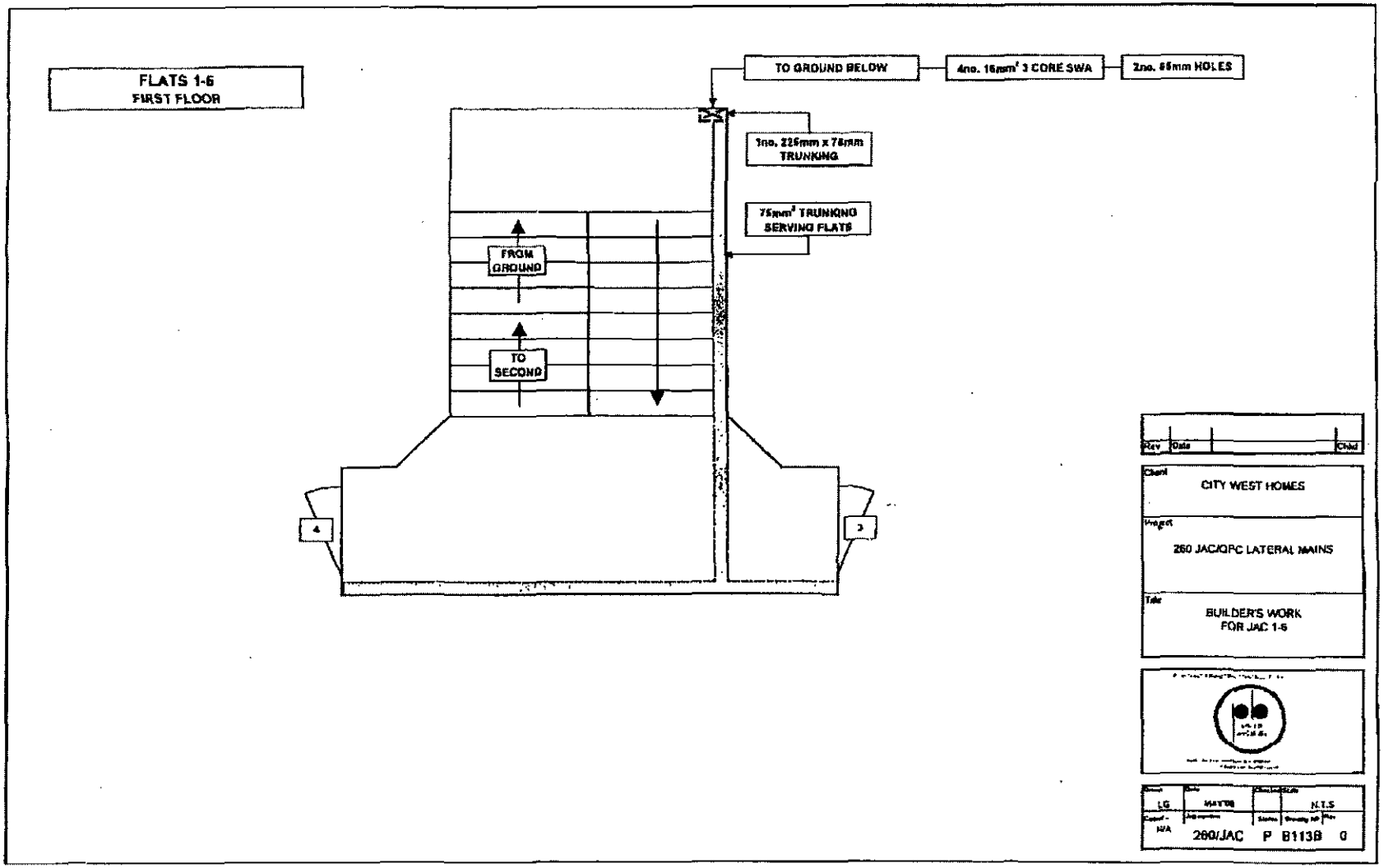
Project: 280 JAC/QPC LATERAL MAINS

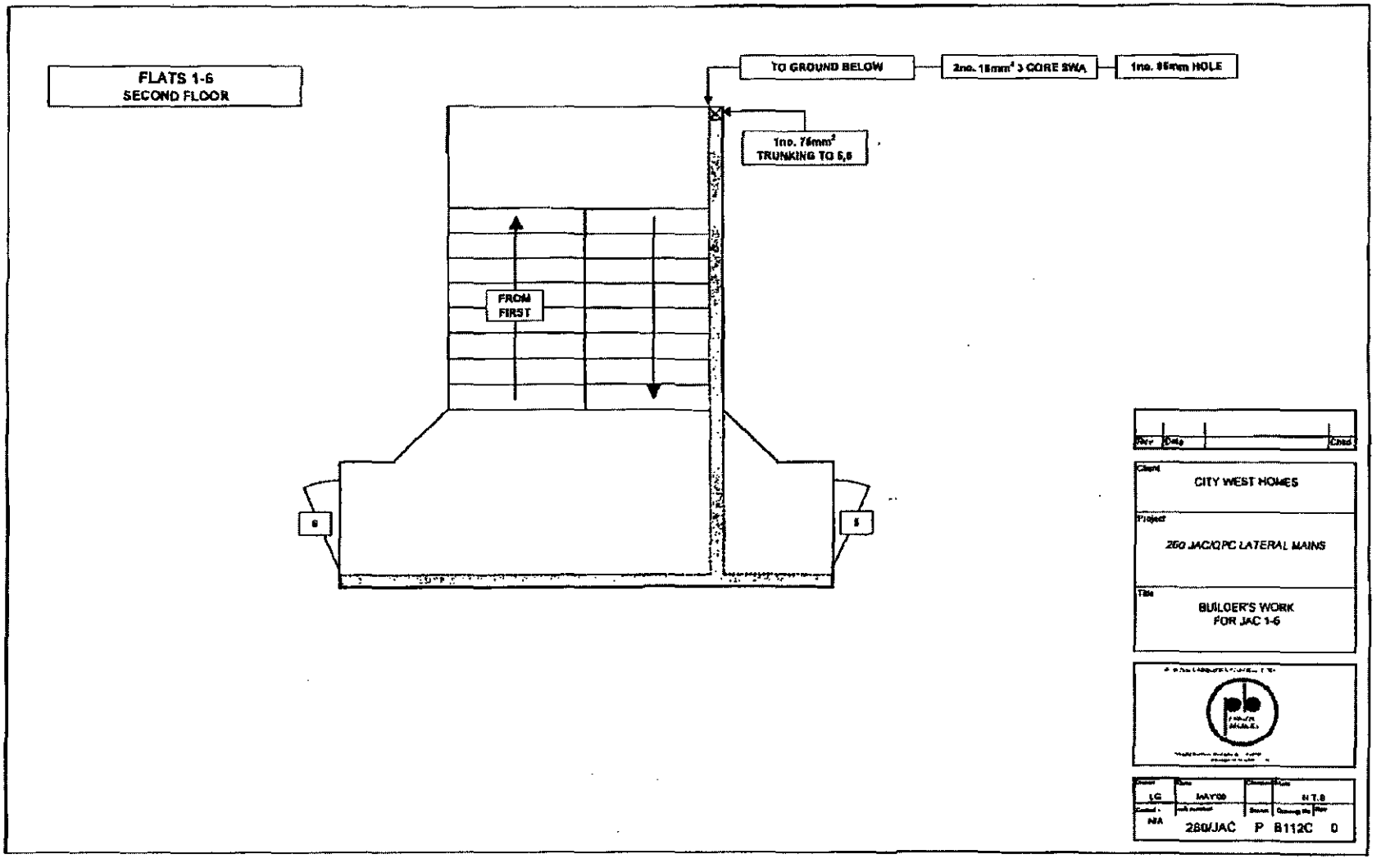
Title: BUILDER'S WORK FOR JAC 7-17

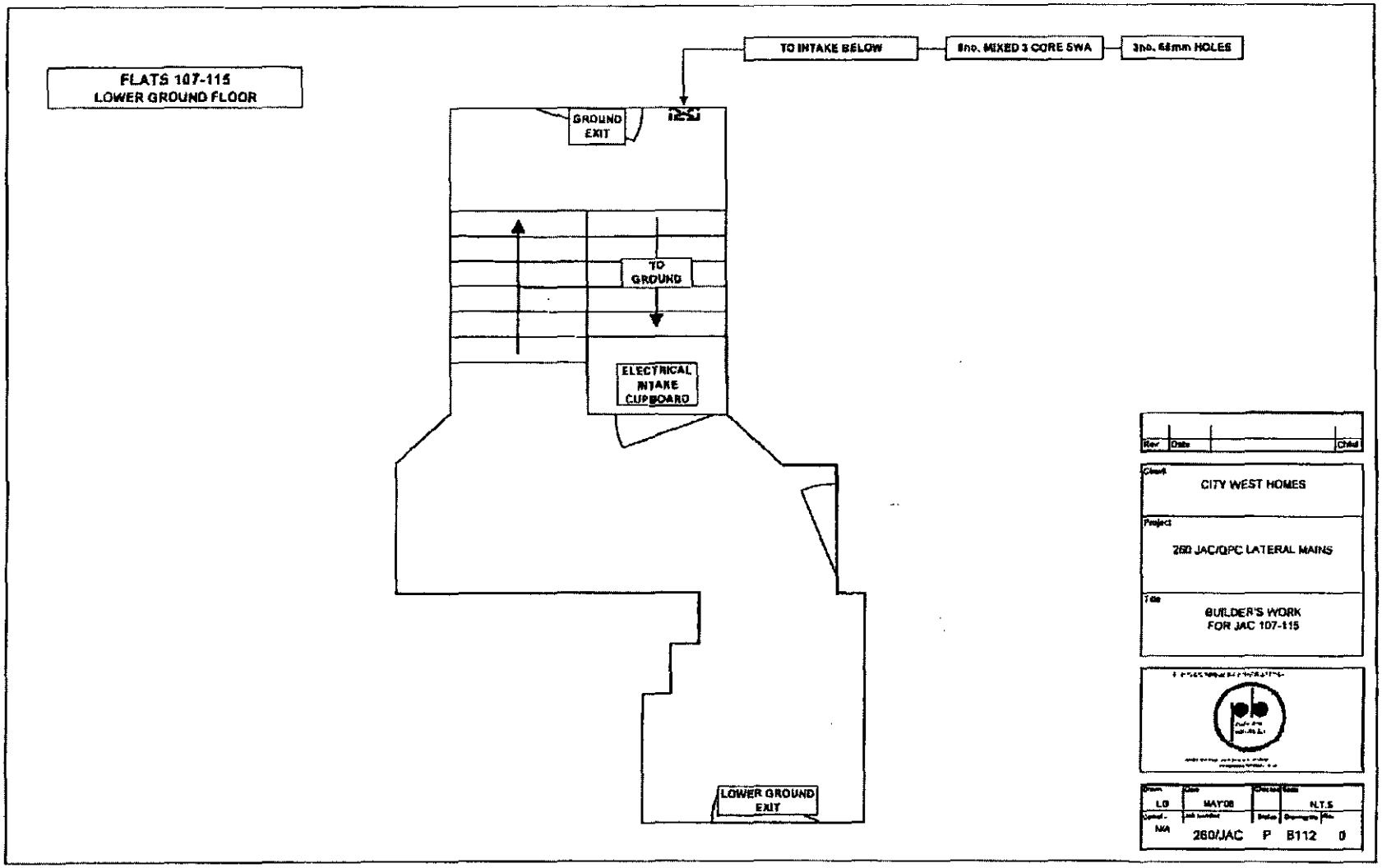
Drawn: LG	Date: MAY'08	Checked:	Scale: N.T.S
Contr.: NA		Status:	Drawing No: 280/JAC P B114C 0

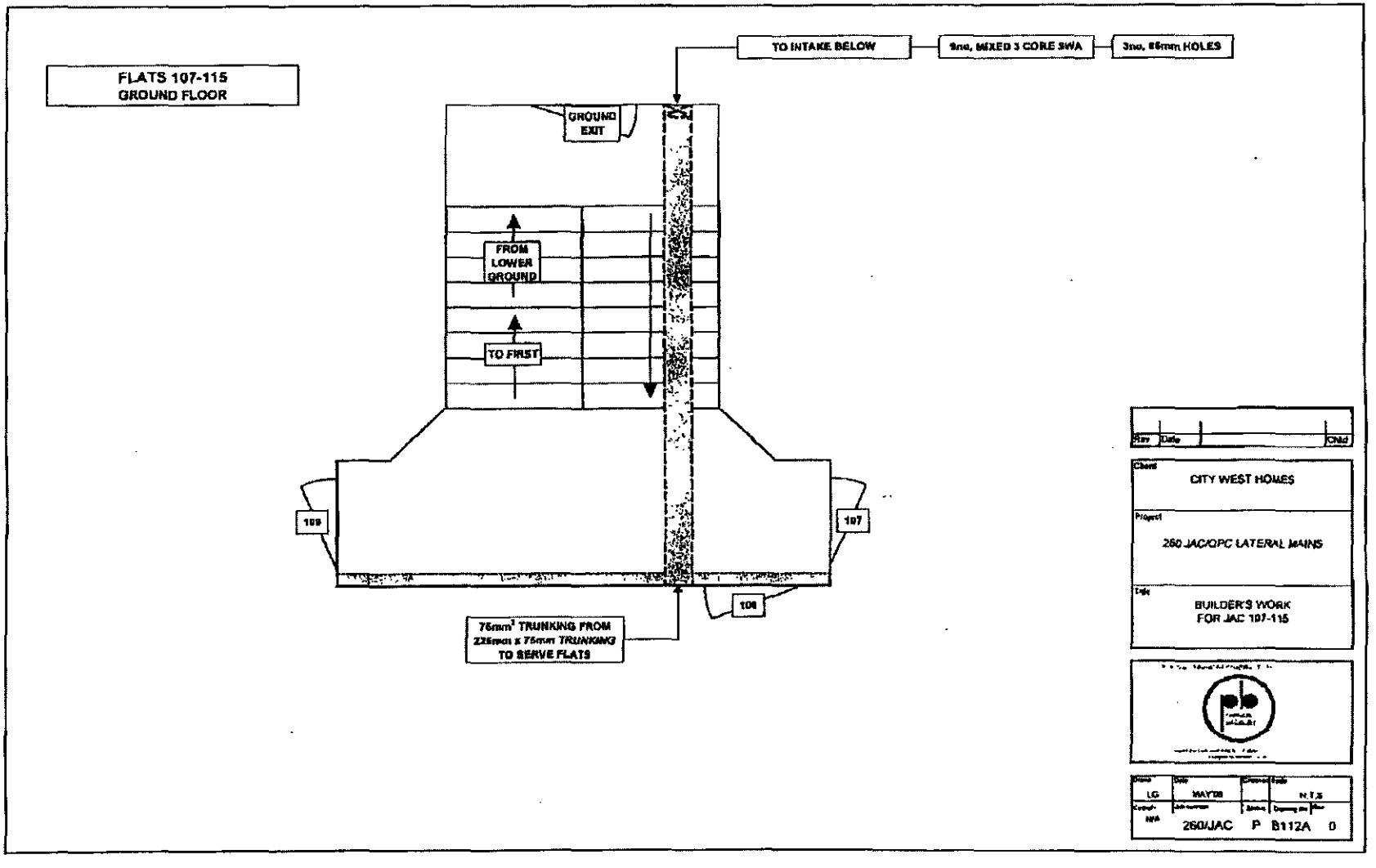

FLATS 1-6
LOWER GROUND FLOOR
TO INTAKE BELOW
6no. 16mm² 3 CORE SWA
2no. 65mm HOLES
GROUND EXIT
1no. 225mm x 75mm TRUNKING
TO GROUND
ELECTRICAL INTAKE CUPBOARD
LOWER GROUND EXIT
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
260 JAC/OPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 1-6
Drawn
LG
Date
MAY'08
Checked
Scale
N.T.S
Control
MA
260/JAC
P
B113
0

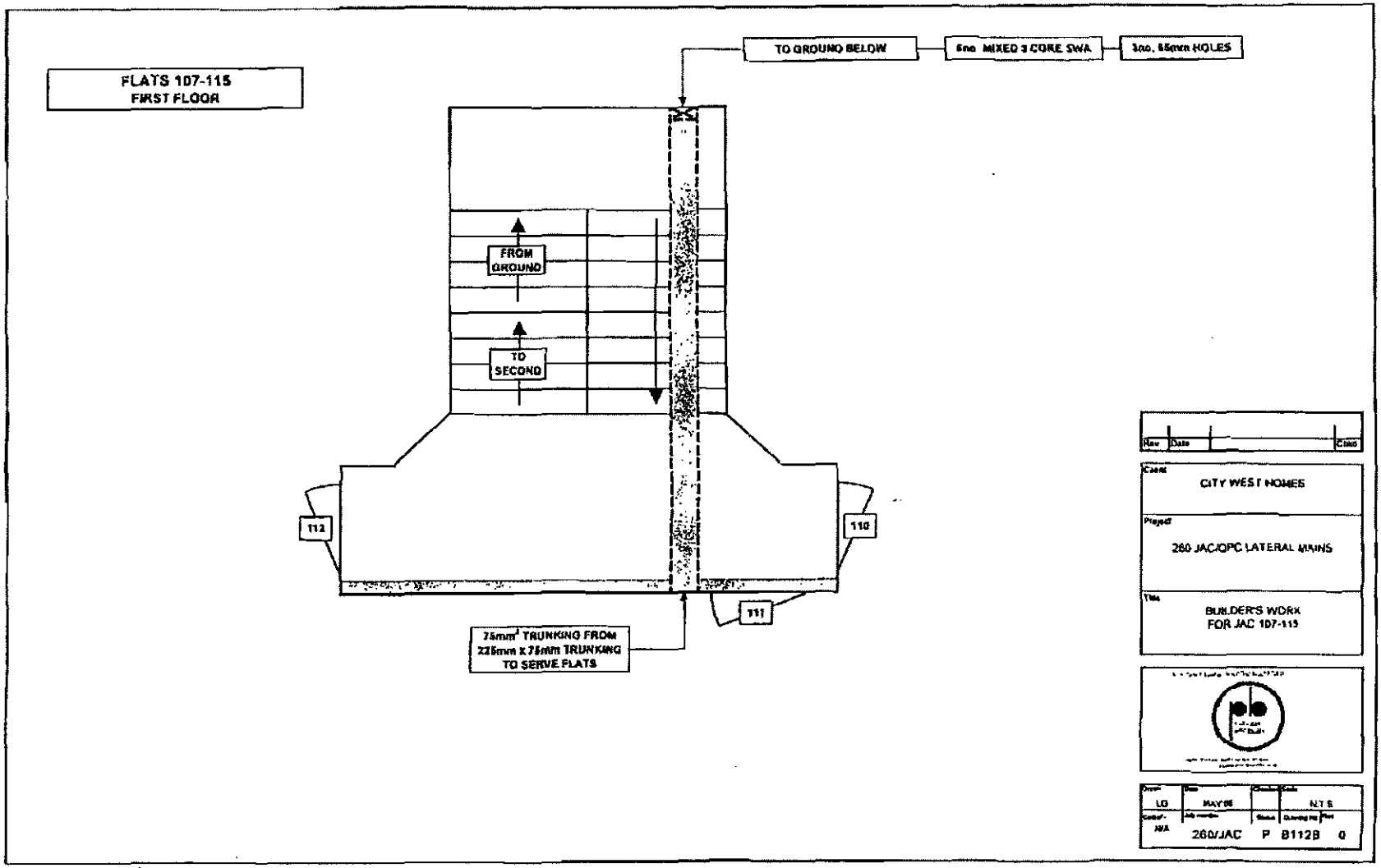

FLATS 1-6
GROUND FLOOR
TO INTAKE BELOW
1no. 16mm² 3 CORE SWA
2no. 40mm HOLES
GROUND EXIT
1no. 225mm x 75mm TRUNKING
75mm² TRUNKING SERVING FLATS
FROM LOWER GROUND
TO FIRST
2
1
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
260 JAC/OPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 1-6
Drawn
LO
Date
MAY'98
Checked
Scale
N.T.S
Copyright - NHA
Job number
Status
Drawing No
Rev
260/JAC P B113A 0

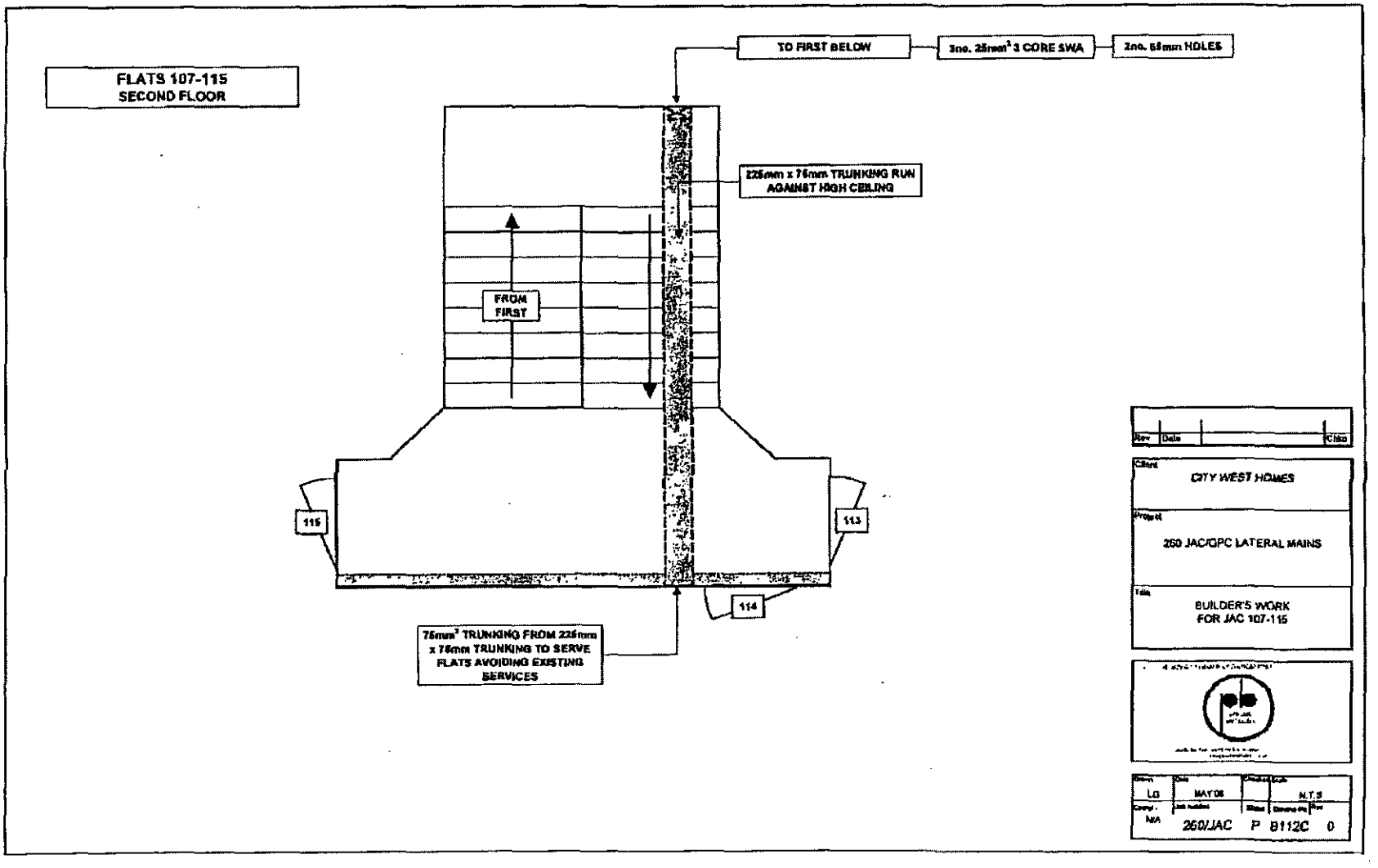

FLATS 1-6
FIRST FLOOR
TO GROUND BELOW
4no. 16mm² 3 CORE SWA
2no. 65mm HOLES
1no. 225mm x 75mm TRUNKING
75mm² TRUNKING SERVING FLATS
FROM GROUND
TO SECOND
4
3
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
260 JAC/QPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 1-6
LG
MAY'08
N.T.S
N/A
260/JAC P B113B 0

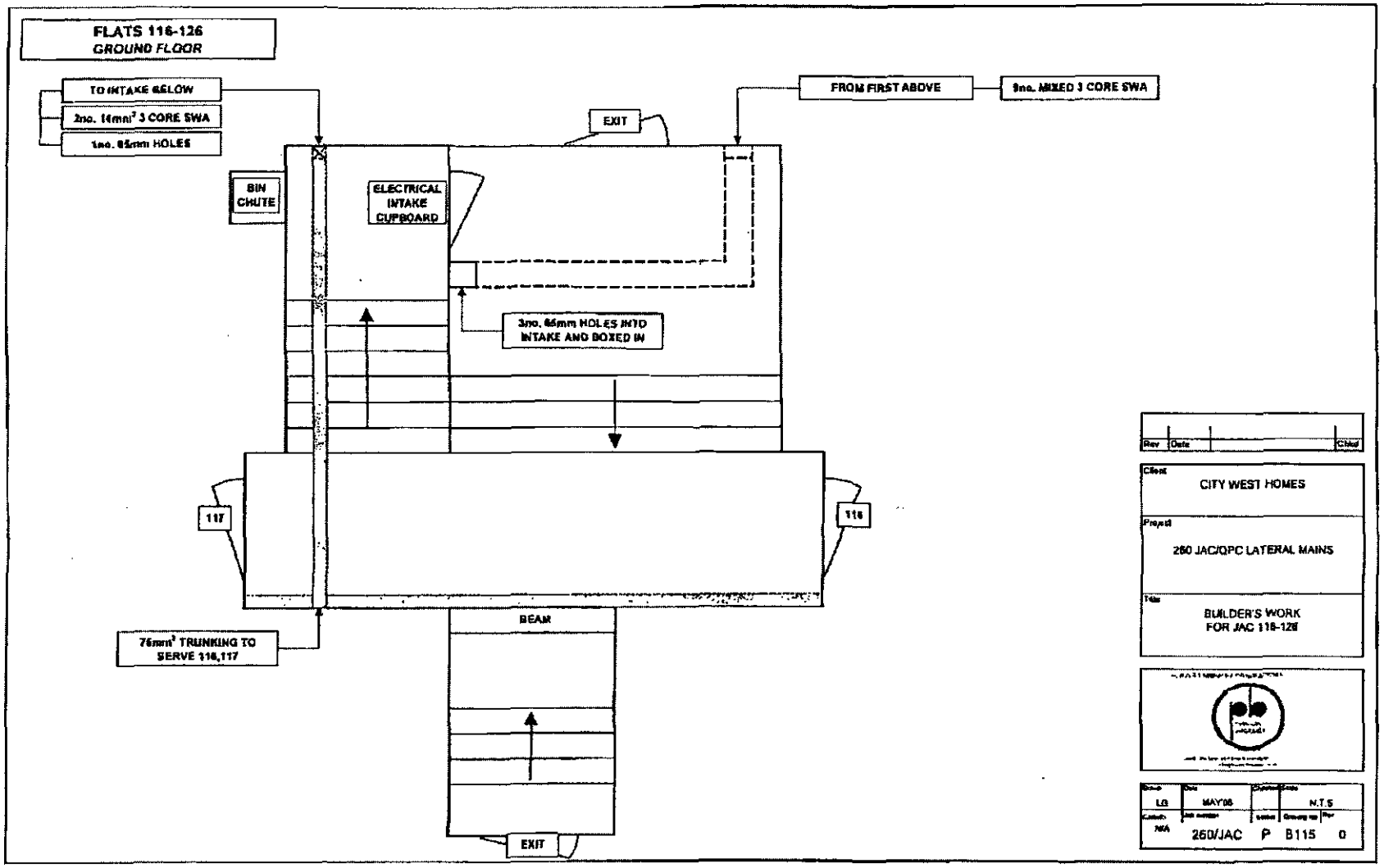

FLATS 1-6
SECOND FLOOR
TO GROUND BELOW
2no. 16mm² 3 CORE SWA
1no. 85mm HOLE
1no. 75mm²
TRUNKING TO 6,6
FROM
FIRST
6
5
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
250 JAC/QPC LATERAL MAINS
Title
BUILDER'S WORK
FOR JAC 1-6
LG
MAY'08
N.T.S
N/A
280/JAC P B112C 0

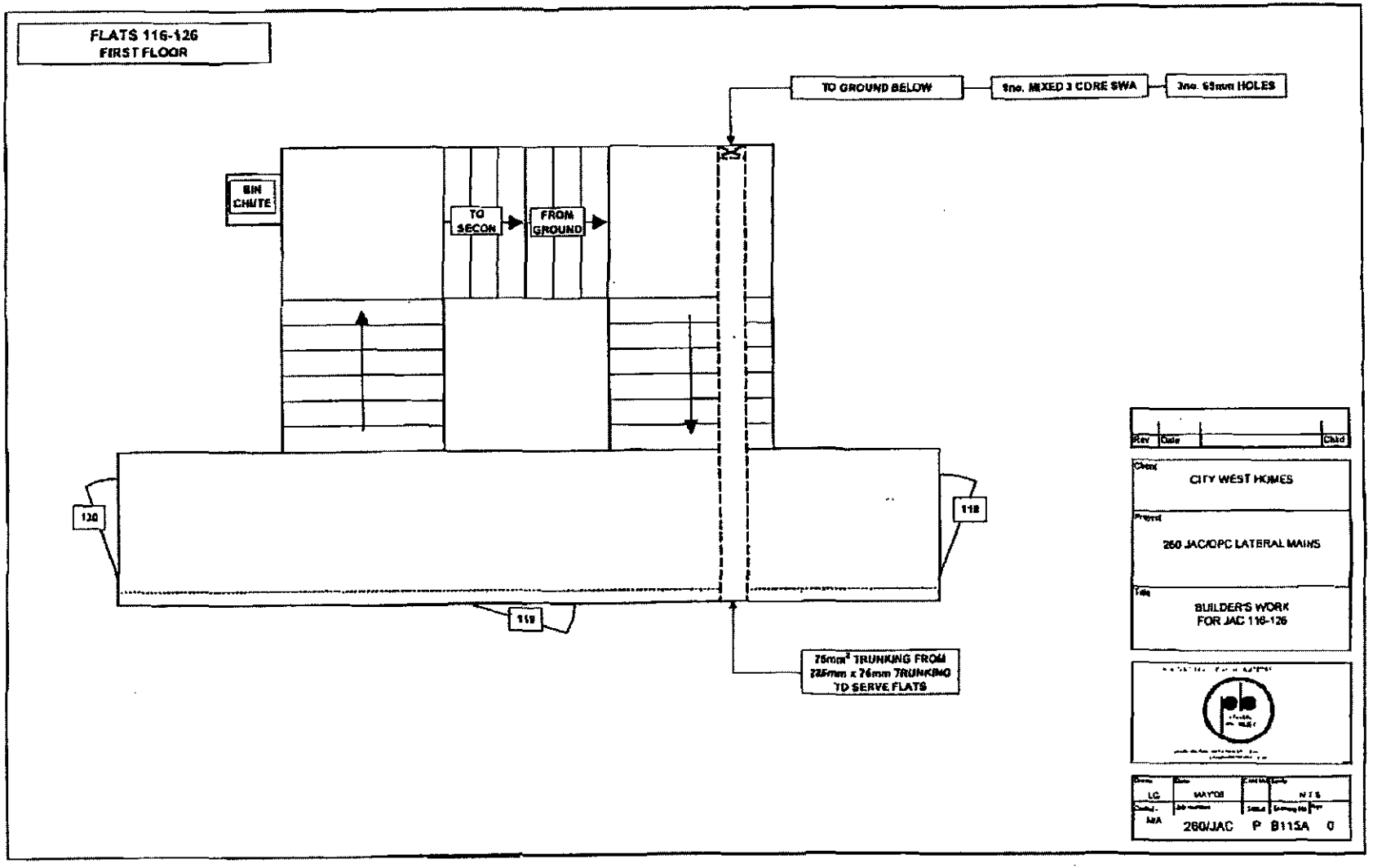

FLATS 107-115
LOWER GROUND FLOOR
TO INTAKE BELOW
8no. MIXED 3 CORE SWA
3no. 68mm HOLES
GROUND EXIT
TO GROUND
ELECTRICAL INTAKE CUPBOARD
LOWER GROUND EXIT
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
260 JAC/QPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 107-115
Drawn
LD
Date
MAY'08
Checked
Scale
N.T.S
Contract
NA
Job Number
Status
Drawing No.
Rev.
260/JAC P B112 0

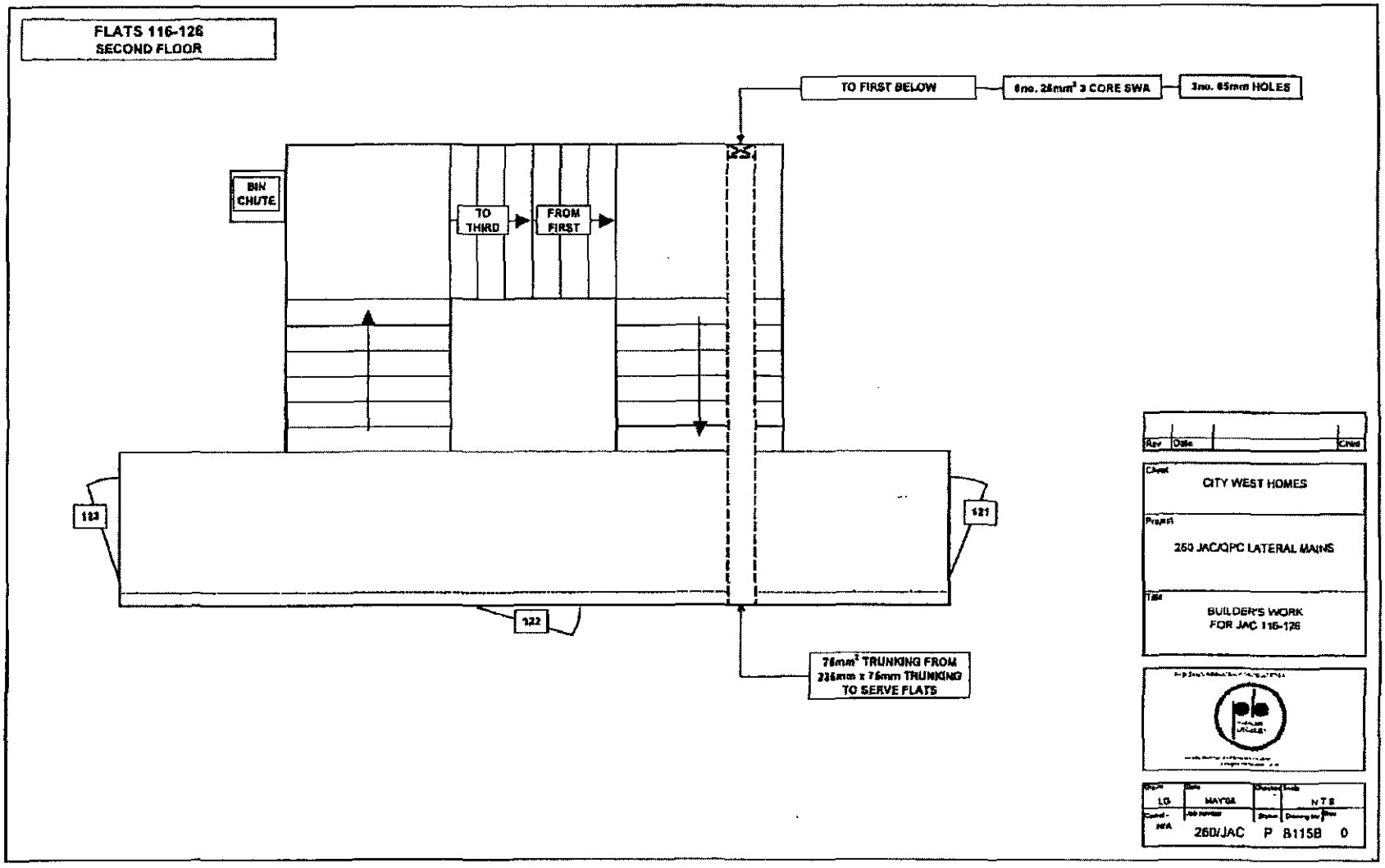

FLATS 107-115
GROUND FLOOR
TO INTAKE BELOW
GROUND EXIT
FROM LOWER GROUND
TO FIRST
109
107
108
75mm² TRUNKING FROM 225mm x 75mm TRUNKING TO SERVE FLATS
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
260 JAC/QPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 107-115
LG
MAY'08
N.T.S
260/JAC P B112A 0

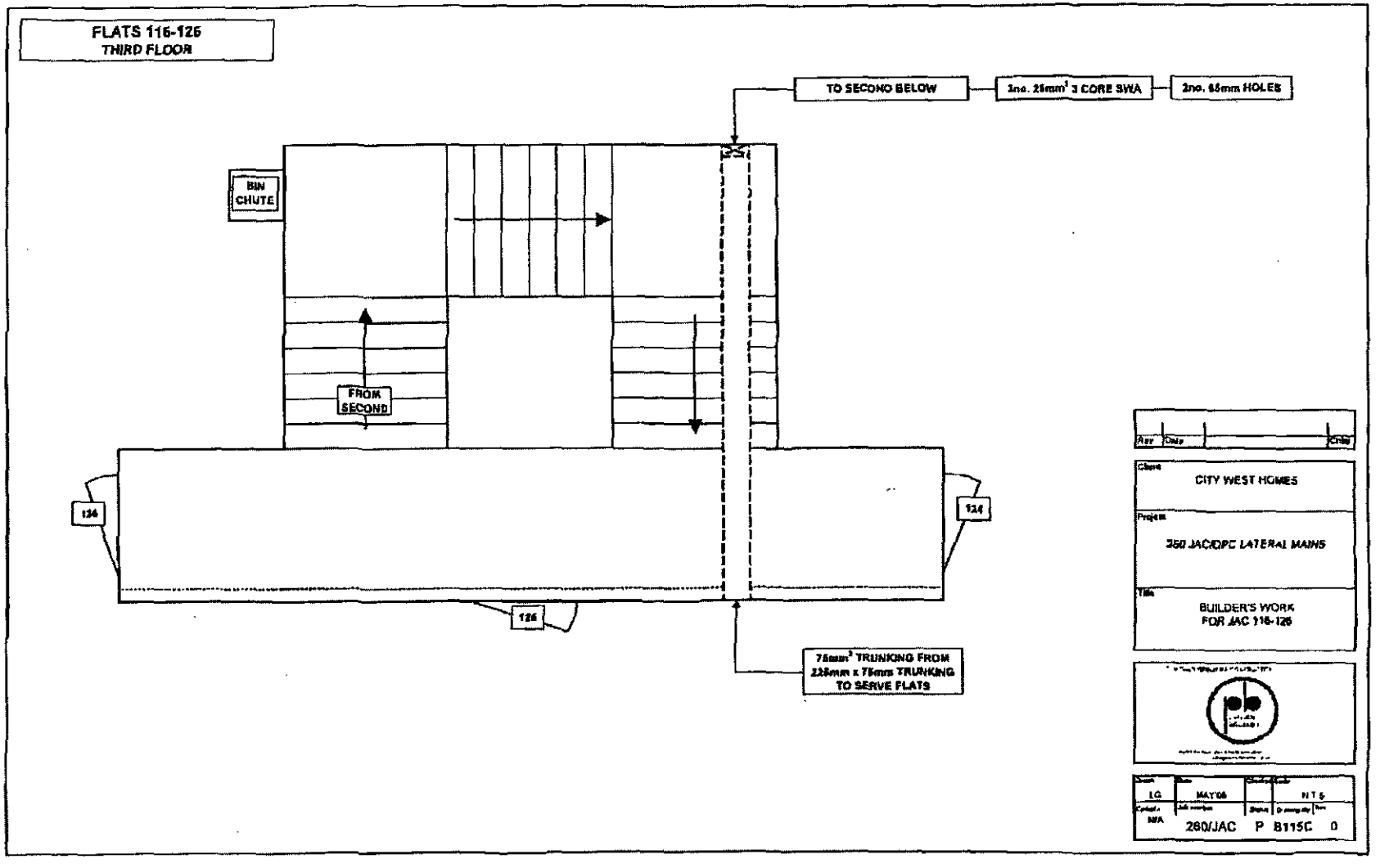

FLATS 107-115
FIRST FLOOR
TO GROUND BELOW
6no MIXED 3 CORE SWA
3no. 65mm HOLES
FROM GROUND
TO SECOND
112
110
111
75mm² TRUNKING FROM 225mm x 75mm TRUNKING TO SERVE FLATS
Rev
Date
Client
CITY WEST HOMES
Project
260 JAC/OPC LATERAL MAINS
Title
BUILDERS WORK FOR JAC 107-115
LG
MAY 06
N.T.S
260/JAC P B112B 0


FLATS 107-115
SECOND FLOOR
TO FIRST BELOW
3no. 25mm² 3 CORE SWA
2no. 65mm HOLES
225mm x 75mm TRUNKING RUN AGAINST HIGH CEILING
FROM FIRST
115
113
114
75mm² TRUNKING FROM 225mm x 75mm TRUNKING TO SERVE FLATS AVOIDING EXISTING SERVICES
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
260 JAC/QPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 107-115
Drawn
LG
Date
MAY 08
Checked
Scale
N.T.S
Comp.
NA
Status
Drawing No.
Rev
260/JAC
P B112C
0


FLATS 116-126
GROUND FLOOR
TO INTAKE BELOW
2no. 16mm² 3 CORE SWA
1no. 65mm HOLES
FROM FIRST ABOVE
9no. MIXED 3 CORE SWA
EXIT
BIN CHUTE
ELECTRICAL INTAKE CUPBOARD
3no. 65mm HOLES INTO INTAKE AND BOXED IN
117
116
BEAM
75mm² TRUNKING TO SERVE 116,117
EXIT
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
260 JAC/QPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 116-126
LB
MAY'06
N.T.S
NIA
260/JAC P B115 0


FLATS 116-126
FIRST FLOOR
TO GROUND BELOW
9no. MIXED 3 CORE SWA
3no. 65mm HOLES
BIN CHUTE
TO SECON
FROM GROUND
120
118
116
75mm² TRUNKING FROM
225mm x 75mm TRUNKING
TO SERVE FLATS
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
260 JAC/OPC LATERAL MAINS
Title
BUILDER'S WORK
FOR JAC 116-126
LC
MAY08
N T S
MA
260/JAC P B11SA 0


FLATS 116-126
SECOND FLOOR
TO FIRST BELOW
6no. 25mm² 3 CORE SWA
3no. 65mm HOLES
BIN CHUTE
TO THIRD
FROM FIRST
123
121
122
76mm² TRUNKING FROM 226mm x 76mm TRUNKING TO SERVE FLATS
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
250 JAC/QPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 116-126
LD
MAY'08
N T S
260/JAC P 8115B 0


FLATS 116-126
THIRD FLOOR
TO SECOND BELOW
1no. 25mm² 3 CORE SWA
2no. 65mm HOLES
BIN CHUTE
FROM SECOND
124
124
126
75mm² TRUNKING FROM 225mm x 75mm TRUNKING TO SERVE FLATS
CITY WEST HOMES
350 JAC/DPC LATERAL MAINS
BUILDER'S WORK FOR JAC 116-126
LG
MAY'08
NTS
N/A
280/JAC P B115C 0

Baynes, Allan

From: Lee Griffiths [lee.griffiths@parkerbromley.co uk]
Sent: 03 Apr 2008 11:17
To: Bryan Packman Marcel
Cc: Baynes, Allan; 250 CityWest Lateral Mains
Subject: JAC Builder's Work Drawings
Attachments: JAC Builder's Work 18-40 B106-B106D.pdf

Peter, Allan,

Please find attached 5no. drawings for 18-40 John Aird Court, in a single pdf file.

Regards,

Lee William Griffiths
Trainee Projects Engineer

Parker Bromley
Building Services Contractors
5 Ravensquay
Cray Avenue
Orpington
Kent
BR5 4BQ

"Quality this time, next time & everytime"

T: 01689 604 218
F: 0871 221 4503
lee.griffiths@parkerbromley.co.uk
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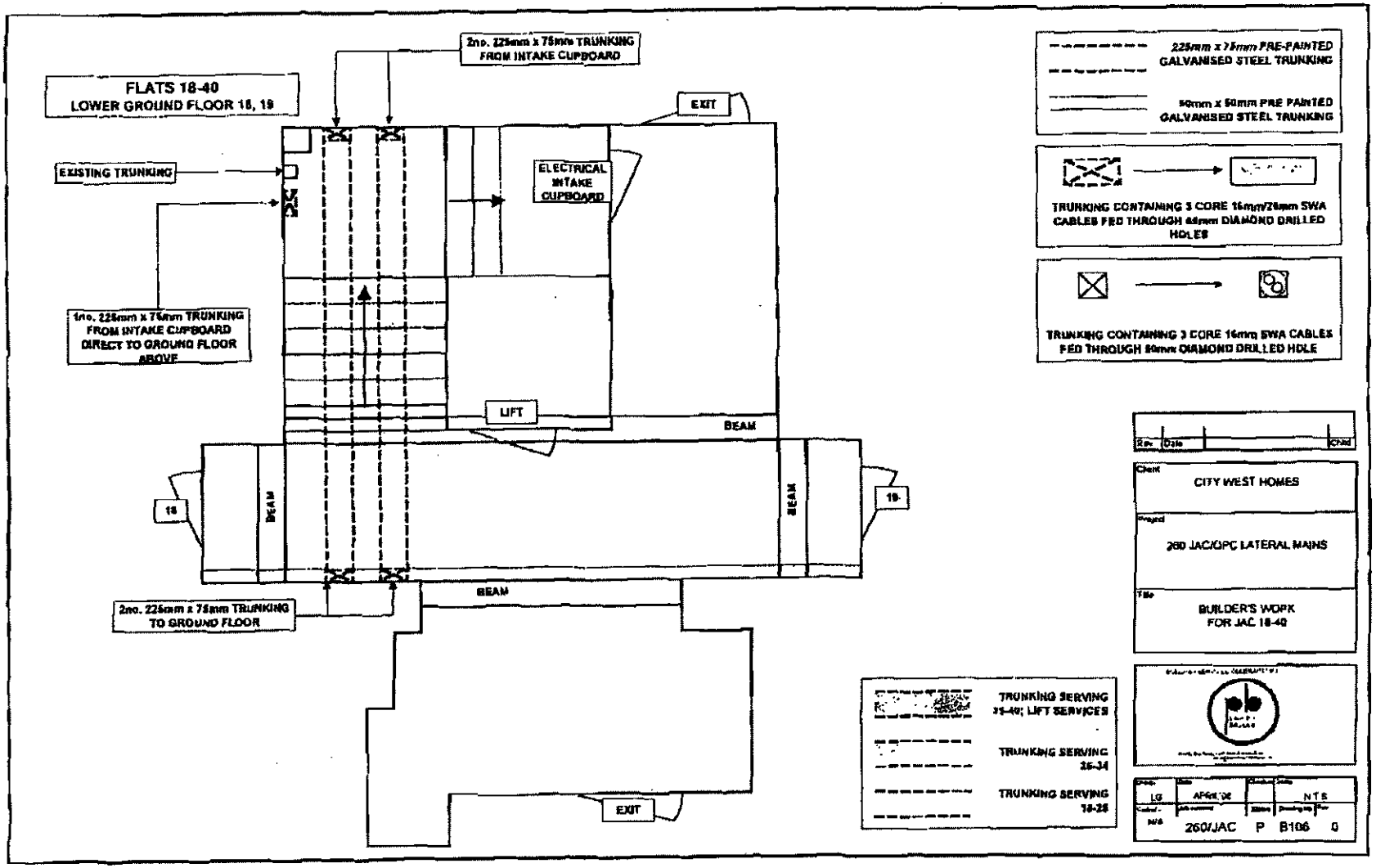
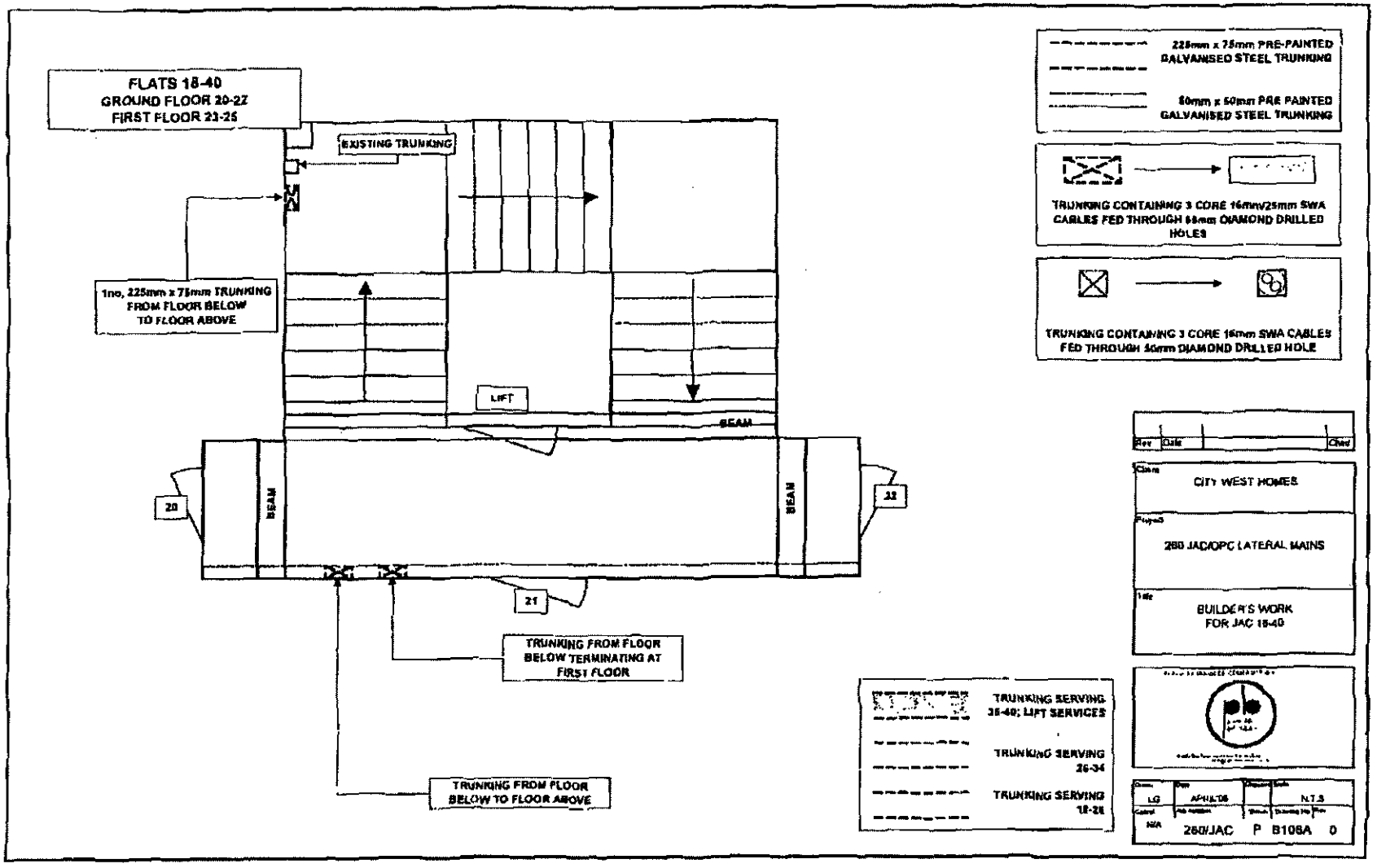
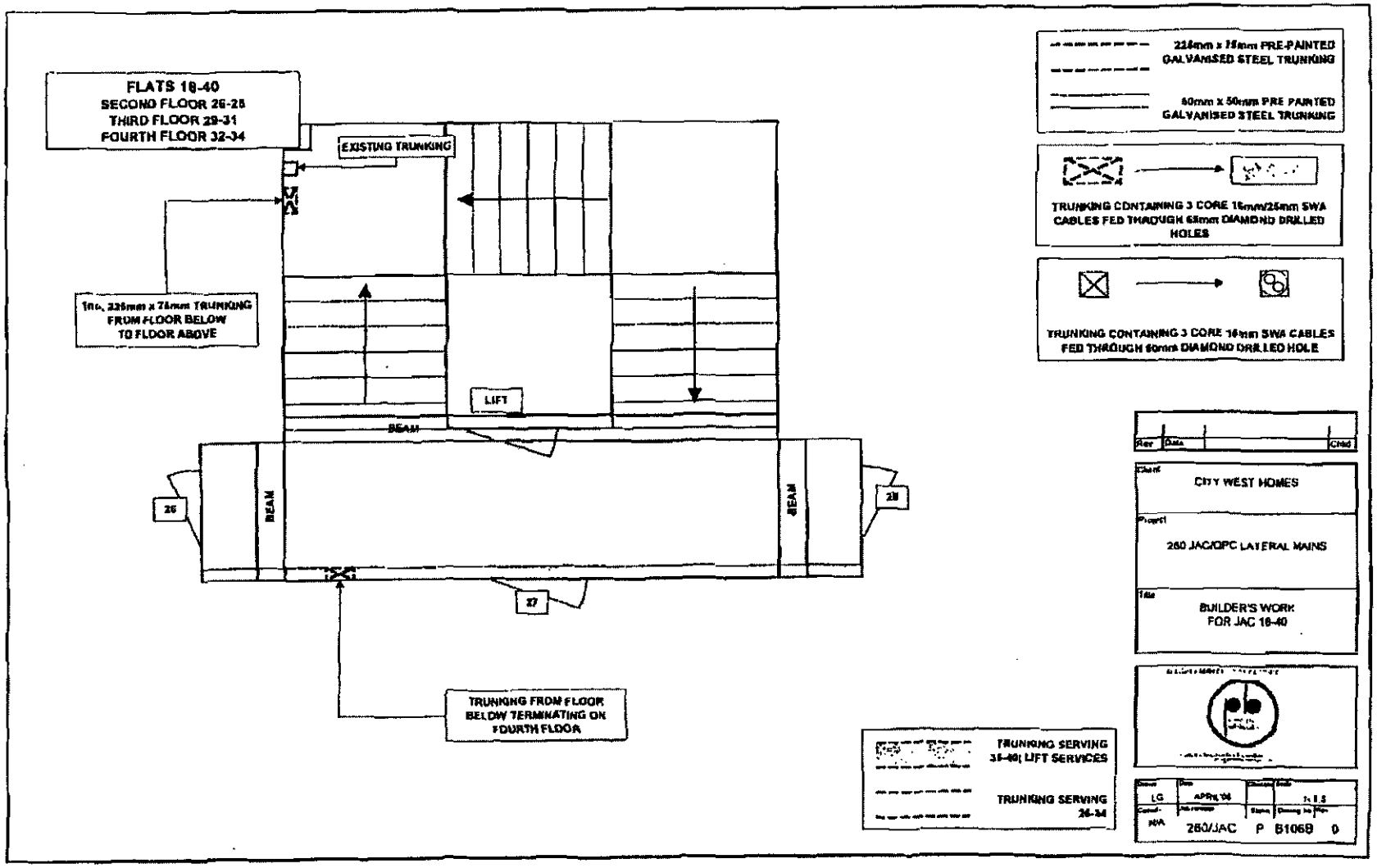

FLATS 18-40
LOWER GROUND FLOOR 18, 19
2no. 225mm x 75mm TRUNKING FROM INTAKE CUPBOARD
EXIT
EXISTING TRUNKING
ELECTRICAL INTAKE CUPBOARD
1no. 225mm x 75mm TRUNKING FROM INTAKE CUPBOARD DIRECT TO GROUND FLOOR ABOVE
LIFT
BEAM
18
19
2no. 225mm x 75mm TRUNKING TO GROUND FLOOR
225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING
50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING
TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 40mm DIAMOND DRILLED HOLES
TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 80mm DIAMOND DRILLED HOLE
TRUNKING SERVING 21-40; LIFT SERVICES
TRUNKING SERVING 26-34
TRUNKING SERVING 18-25
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
260 JAC/GPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 18-40
LG
NTS
260/JAC P B106 0


FLATS 18-40
GROUND FLOOR 20-22
FIRST FLOOR 23-25
EXISTING TRUNKING
25
1no. 225mm x 75mm TRUNKING FROM FLOOR BELOW TO FLOOR ABOVE
LIFT
BEAM
BEAM
BEAM
20
22
21
TRUNKING FROM FLOOR BELOW TERMINATING AT FIRST FLOOR
TRUNKING FROM FLOOR BELOW TO FLOOR ABOVE
225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING
50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING
TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 68mm DIAMOND DRILLED HOLES
TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 40mm DIAMOND DRILLED HOLE
TRUNKING SERVING 38-40; LIFT SERVICES
TRUNKING SERVING 26-34
TRUNKING SERVING 18-25
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
280 JAC/OPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 18-40
Drawn
LG
Date
APR.06
Scale
N.T.S
Job No.
N/A
Drawing No.
280/JAC P B108A 0


FLATS 18-40
SECOND FLOOR 26-28
THIRD FLOOR 29-31
FOURTH FLOOR 32-34
EXISTING TRUNKING
1no. 225mm x 75mm TRUNKING FROM FLOOR BELOW TO FLOOR ABOVE
LIFT
BEAM
BEAM
BEAM
26
28
27
TRUNKING FROM FLOOR BELOW TERMINATING ON FOURTH FLOOR
225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING
50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING
TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLES
TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 60mm DIAMOND DRILLED HOLE
TRUNKING SERVING 35-40(LIFT SERVICES
TRUNKING SERVING 26-34
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
260 JAC/OPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 18-40
Drawn
LG
Date
APR/08
Scale
N.T.S
Contract No.
260/JAC
Status
P
Drawing No.
B1068
Rev
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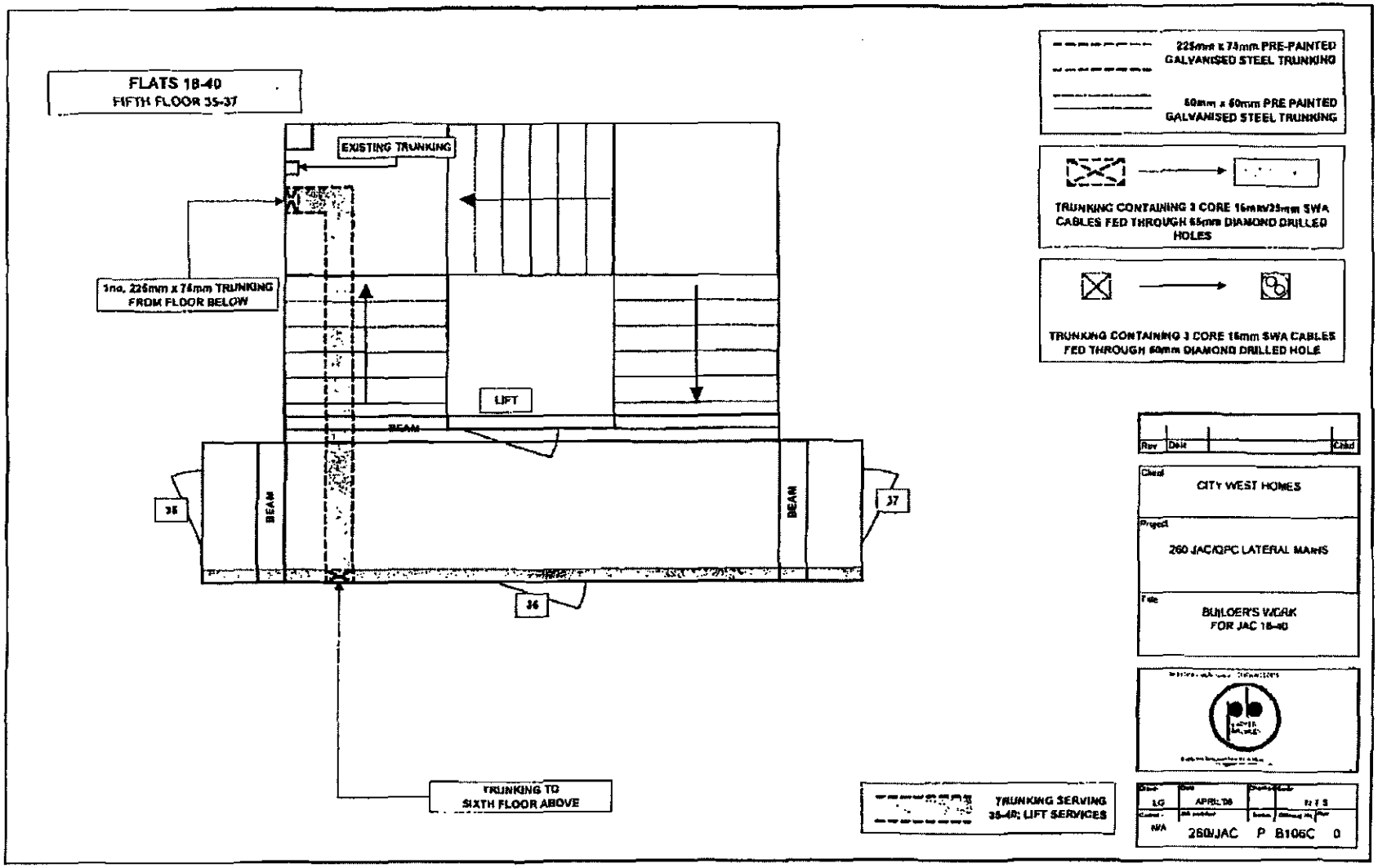
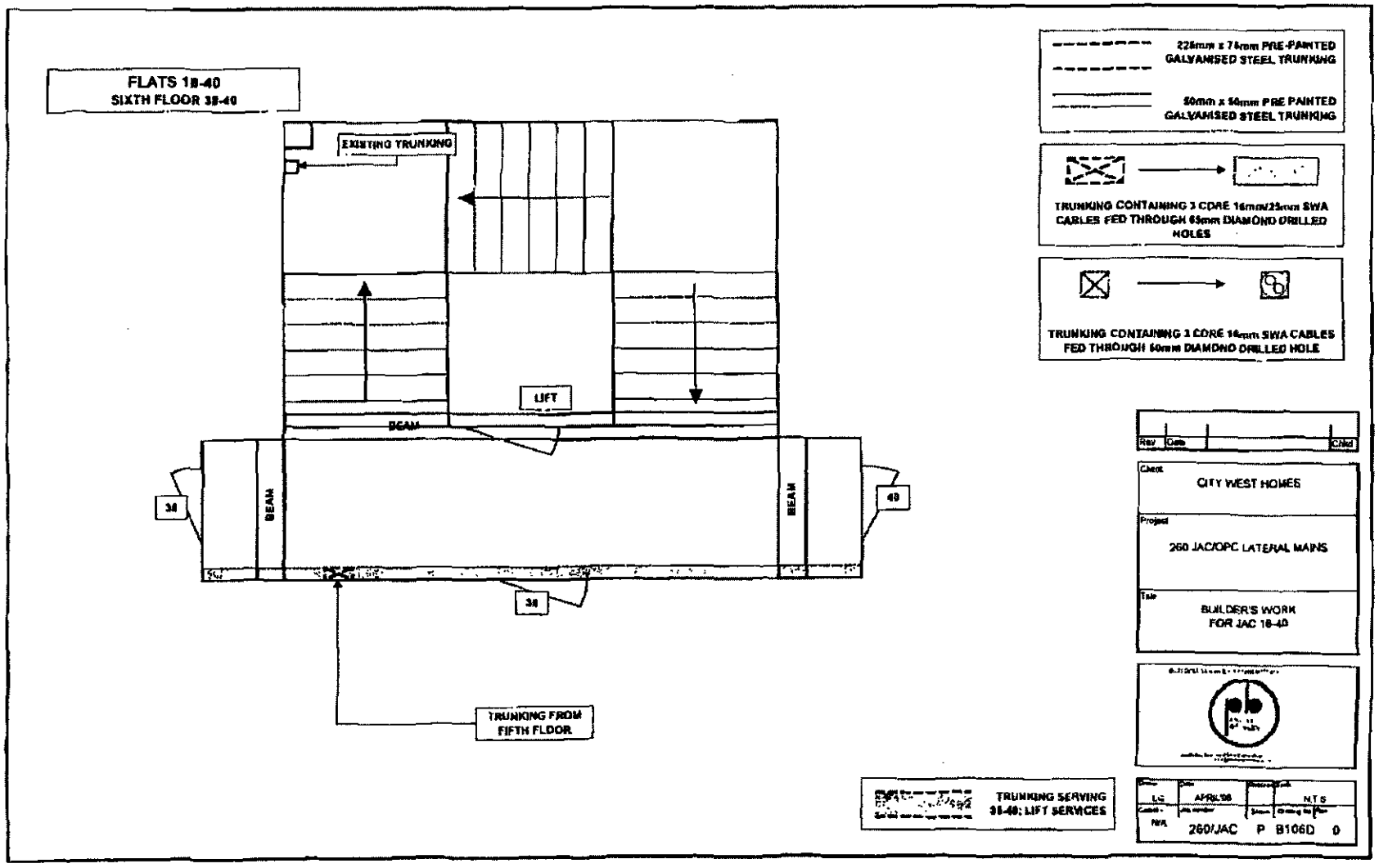

FLATS 18-40
FIFTH FLOOR 35-37
EXISTING TRUNKING
1no. 225mm x 75mm TRUNKING FROM FLOOR BELOW
LIFT
BEAM
BEAM
BEAM
35
37
36
TRUNKING TO SIXTH FLOOR ABOVE
225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING
50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING
TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLES
TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 50mm DIAMOND DRILLED HOLE
TRUNKING SERVING 35-40; LIFT SERVICES
Rev
Date
Client
CITY WEST HOMES
Project
260 JAC/QPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 18-40
LG
APR.'08
N T S
SWA
260/JAC P B106C 0


FLATS 18-40
SIXTH FLOOR 38-40
EXISTING TRUNKING
LIFT
BEAM
BEAM
BEAM
38
40
38
TRUNKING FROM FIFTH FLOOR
225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING
50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING
TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLES
TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 50mm DIAMOND DRILLED HOLE
Rev
Date
Client
CITY WEST HOMES
Project
260 JAC/OPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 18-40
TRUNKING SERVING 38-40; LIFT SERVICES
APRIL'08
N.T.S
260/JAC P B106D 0

Baynes, Allan

From: Lee Griffiths [lee.griffiths@parkerbromley.co.uk]
Sent: 03 Apr 2008 09:06
To: Bryan Packman Marcel
Cc: Baynes, Allan; 260 CityWest Lateral Mains
Subject: JAC Builder's Work Drawings
Attachments: JAC Builder's Work 193-215 B105-B105D.pdf

Peter, Allan,

Please find attached 5no. drawings for 193-215 John Aird Court, in a single pdf file.

Regards,

Lee William Griffiths
Trainee Projects Engineer

Parker Bromley
Building Services Contractors
5 Ravensquay
Cray Avenue
Orpington
Kent
BR5 4BQ

"Quality this time, next time & everytime"

T: 01689 604 218
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lee.griffiths@parkerbromley.co.uk
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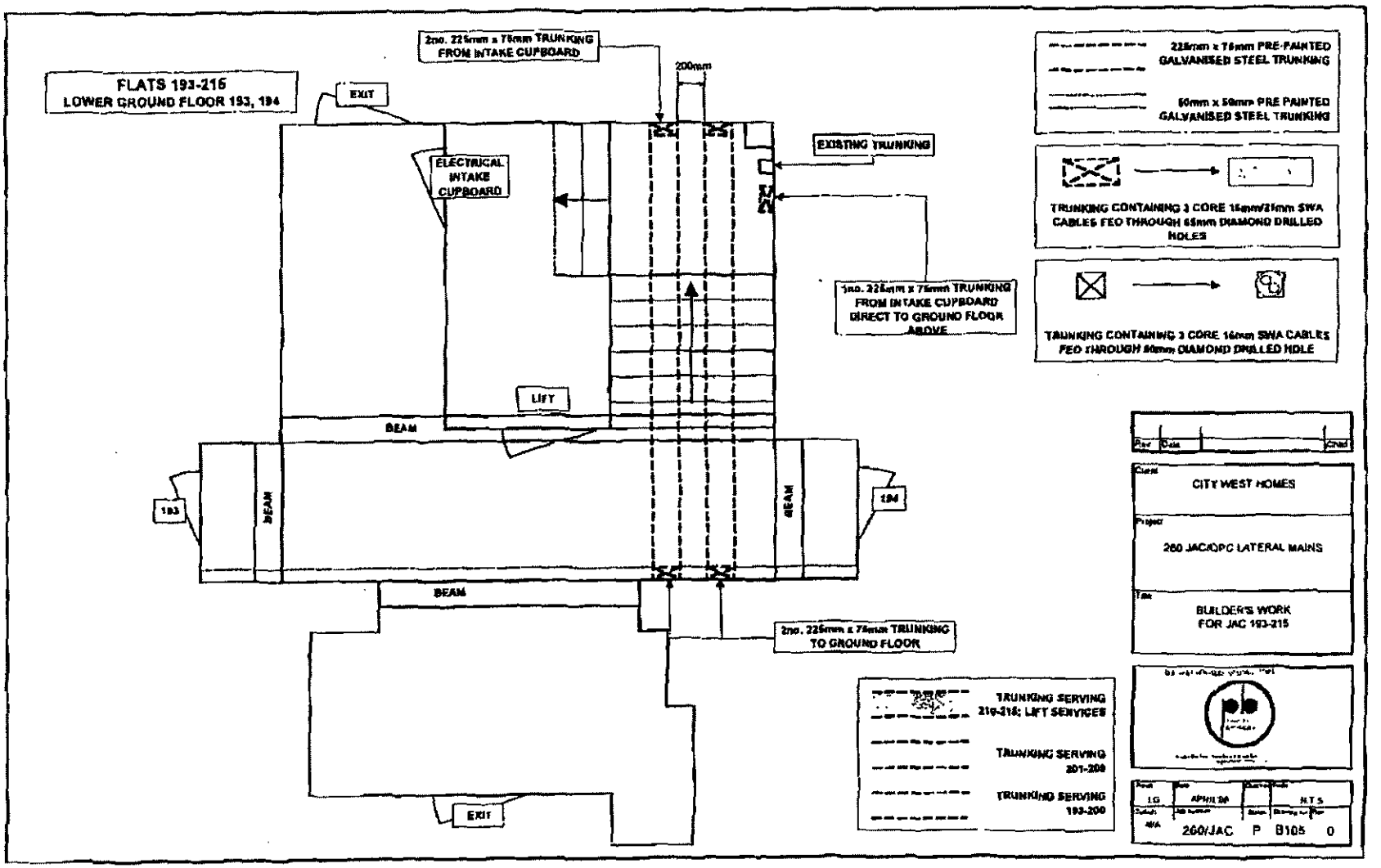
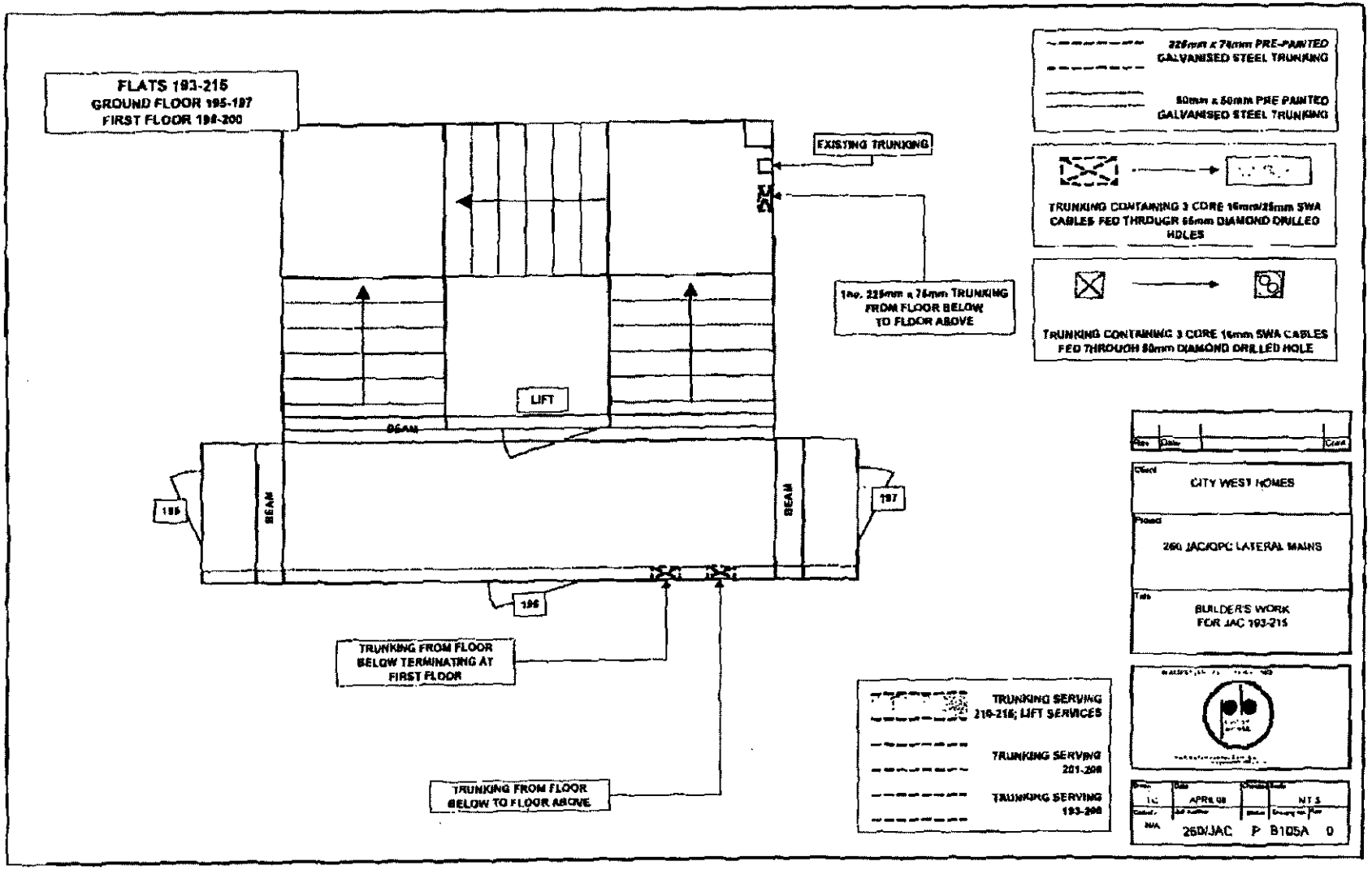
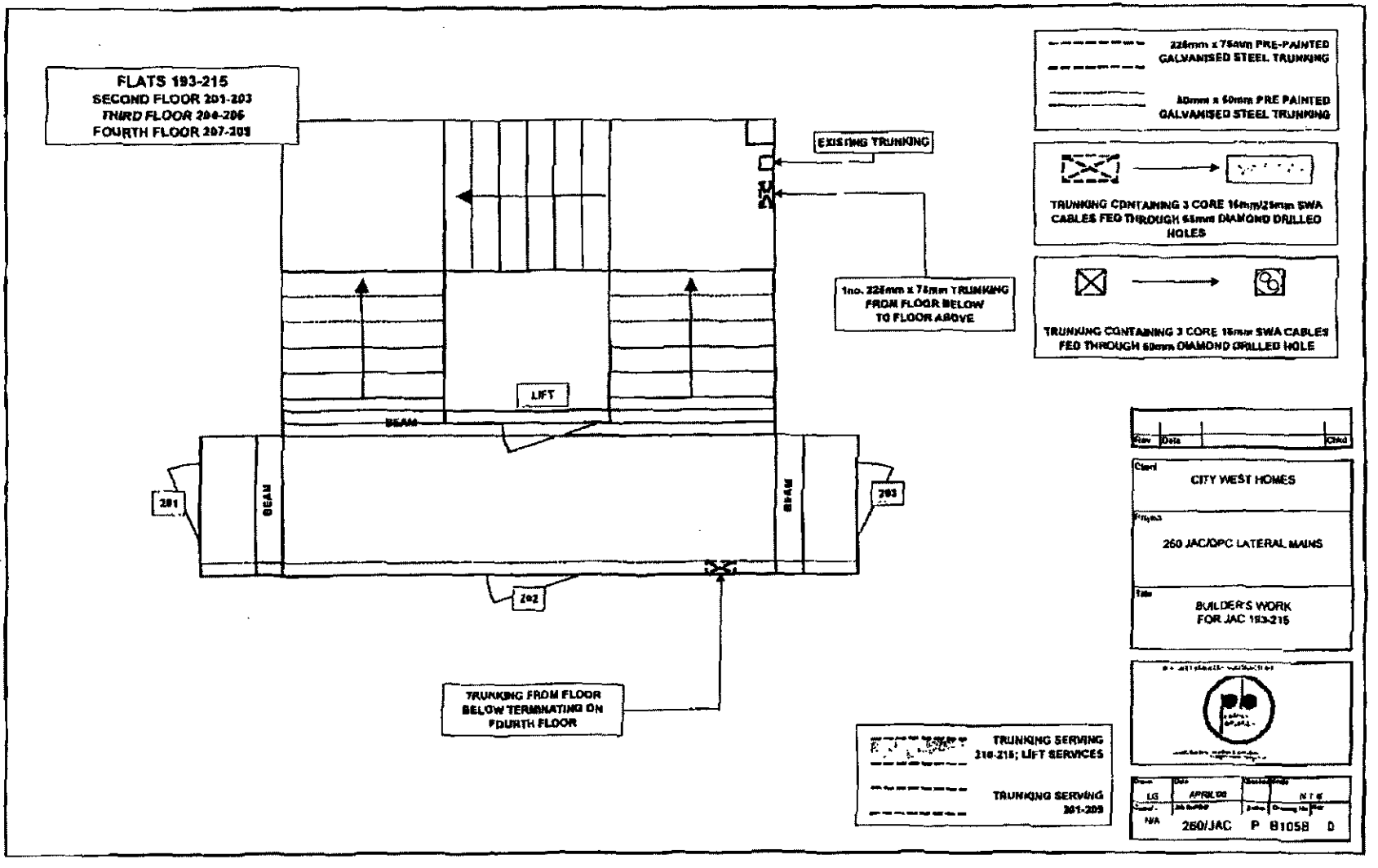
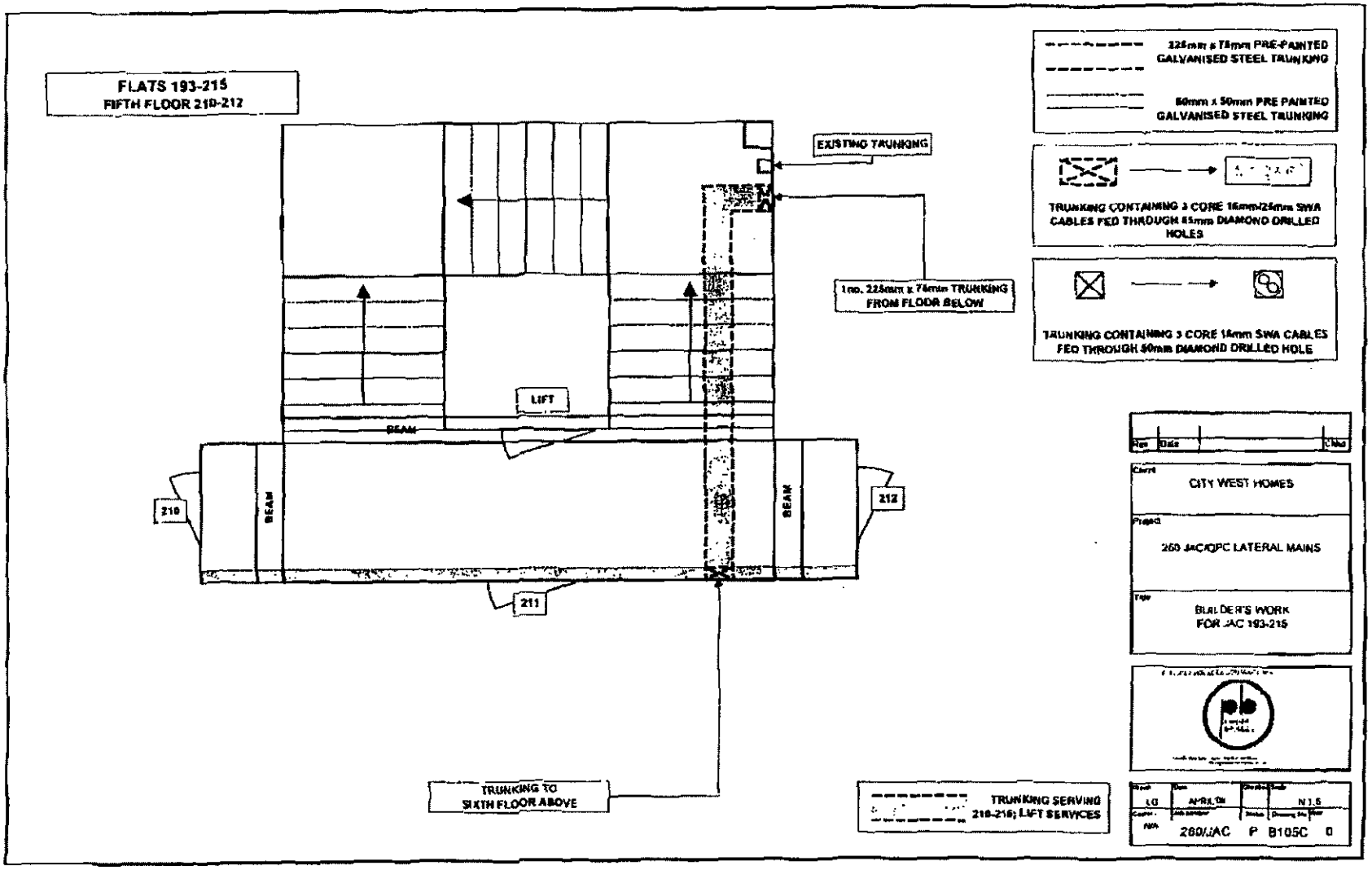
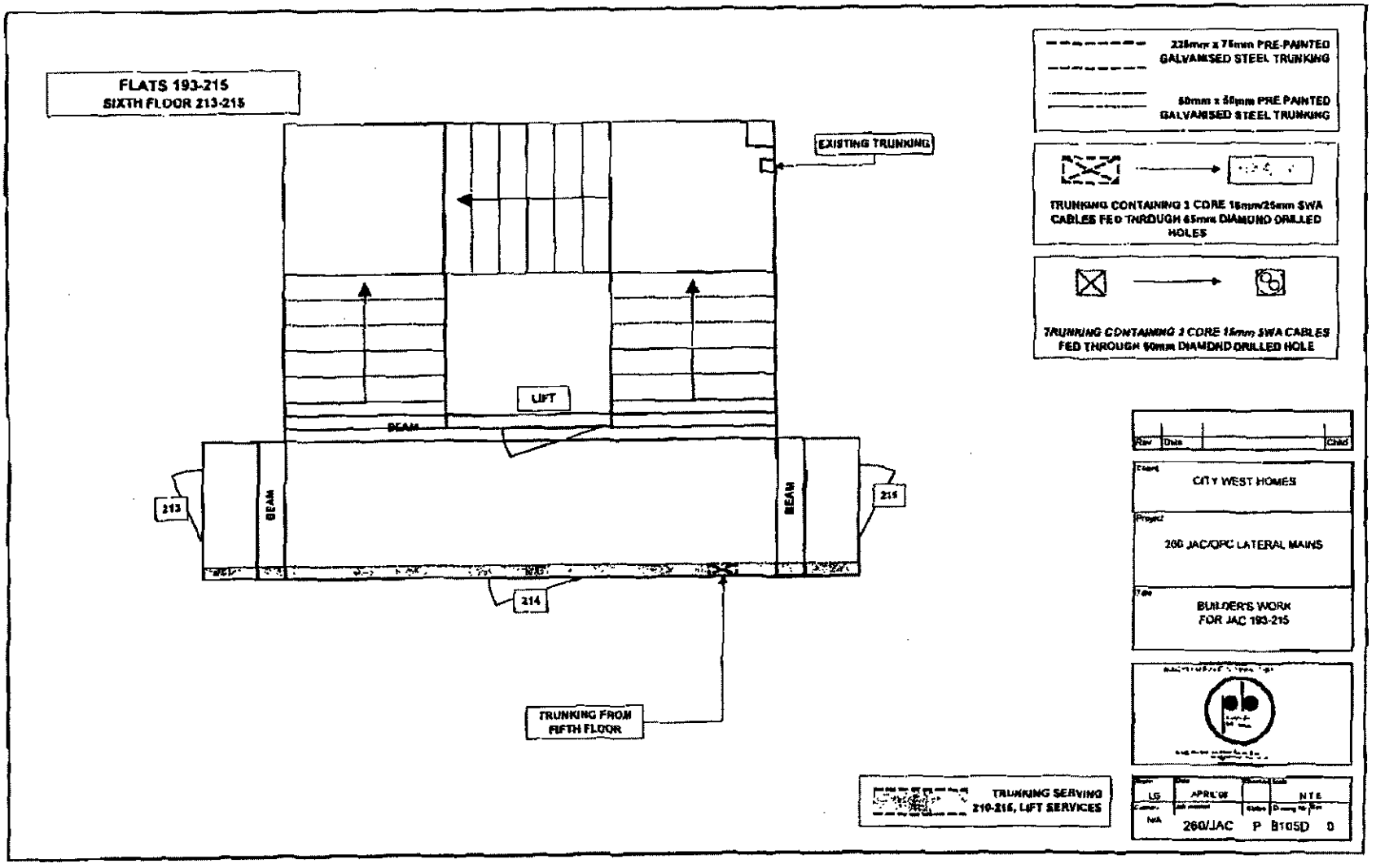

FLATS 193-216
LOWER GROUND FLOOR 193, 194
2no. 225mm x 75mm TRUNKING FROM INTAKE CUPBOARD
200mm
EXIT
ELECTRICAL INTAKE CUPBOARD
EXISTING TRUNKING
1no. 225mm x 75mm TRUNKING FROM INTAKE CUPBOARD DIRECT TO GROUND FLOOR ABOVE
LIFT
BEAM
193
194
2no. 225mm x 75mm TRUNKING TO GROUND FLOOR
EXIT
225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING
50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING
TRUNKING CONTAINING 3 CORE 185mm/25mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLES
TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 80mm DIAMOND DRILLED HOLE
TRUNKING SERVING 210-216; LIFT SERVICES
TRUNKING SERVING 201-209
TRUNKING SERVING 193-200
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
260 JAC/DPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 193-215
LG
APRIL 04
N.T.S
260/JAC
P
B105
0


FLATS 193-215
GROUND FLOOR 195-197
FIRST FLOOR 198-200
EXISTING TRUNKING
1no. 225mm x 75mm TRUNKING FROM FLOOR BELOW TO FLOOR ABOVE
LIFT
BEAM
BEAM
BEAM
195
197
196
TRUNKING FROM FLOOR BELOW TERMINATING AT FIRST FLOOR
TRUNKING FROM FLOOR BELOW TO FLOOR ABOVE
225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING
50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING
TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THRUGH 65mm DIAMOND DRILLED HOLES
TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 50mm DIAMOND DRILLED HOLE
TRUNKING SERVING 210-215; LIFT SERVICES
TRUNKING SERVING 201-209
TRUNKING SERVING 193-200
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
260 JAC/OPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 193-215
Drn
TC
Date
APR 08
Checked
Scale
NTS
Contract
Drawing No.
Rev
N/A
260/JAC P B105A 0


FLATS 193-215
SECOND FLOOR 201-203
THIRD FLOOR 204-206
FOURTH FLOOR 207-215
EXISTING TRUNKING
1no. 228mm x 78mm TRUNKING FROM FLOOR BELOW TO FLOOR ABOVE
LIFT
BEAM
BEAM
BEAM
201
203
202
TRUNKING FROM FLOOR BELOW TERMINATING ON FOURTH FLOOR
228mm x 754m PRE-PAINTED GALVANISED STEEL TRUNKING
50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING
TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLES
TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 60mm DIAMOND DRILLED HOLE
TRUNKING SERVING 216-215; LIFT SERVICES
TRUNKING SERVING 201-203
Rev
Date
Chkd
Client
CITY WEST HOMES
Project
260 JAC/OPC LATERAL MAINS
Title
BUILDER'S WORK FOR JAC 193-215
Drawn
LG
Date
APRIL'08
Scale
N T S
Control
N/A
260/JAC P B1058 D


FLATS 193-215
FIFTH FLOOR 210-212
225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING
50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING
TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLES
TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 50mm DIAMOND DRILLED HOLE
EXISTING TRUNKING
1no. 225mm x 75mm TRUNKING FROM FLOOR BELOW
LIFT
BEAM
BEAM
BEAM
210
211
212
TRUNKING TO SIXTH FLOOR ABOVE
TRUNKING SERVING 210-215; LIFT SERVICES
CITY WEST HOMES
260 JAC/OPC LATERAL MAINS
BUILDER'S WORK FOR JAC 193-215
260/JAC P B105C 0


FLATS 193-215
SIXTH FLOOR 213-215
EXISTING TRUNKING
LIFT
BEAM
BEAM
BEAM
213
214
215
TRUNKING FROM FIFTH FLOOR
225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING
50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING
TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLES
TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 50mm DIAMOND DRILLED HOLE
Rev
Date
Chkd
CITY WEST HOMES
260 JAC/OPC LATERAL MAINS
BUILDER'S WORK FOR JAC 193-215
TRUNKING SERVING 210-215, LIFT SERVICES
APR'08
NTS
260/JAC P B105D 0

Baynes, Allan

From: Lee Griffiths [lee.griffiths@parkerbromley.co.uk]
Sent: 10 Mar 2008 13:51
To: consulting@bpm.uk.com
Cc: Baynes, Allan; Electrical; 260 CityWest Lateral Mains
Subject: Builder's Works Drawings
Attachments: JAC Builder's Work 150-165 260B101ABC.pdf

Afternoon Peter,

Please find attached updated drawings for John Aird Court flats 150-165 detailing all floors.

Also note that these drawings are identical for blocks containing flats 41-55, and are handed for flats 56-70.

4no. drawings are attached:
260B101 -GROUND
260B101A -FIRST TO THIRD
260B101B -FOURTH
260B101C -FIFTH TO SEVENTH
All drawings are within a single, multiple paged PDF.

Kind regards,

Lee William Griffiths
Trainee Projects Engineer

Parker Bromley
Building Services Contractors
5 Ravensquay
Cray Avenue
Orpington
Kent
BR5 4BQ

"Quality this time, next time & everytime"

T: 01689 604 218
F: 0871 221 4503
lee.griffiths@parkerbromley.co.uk
www.parkerbromley.co.uk

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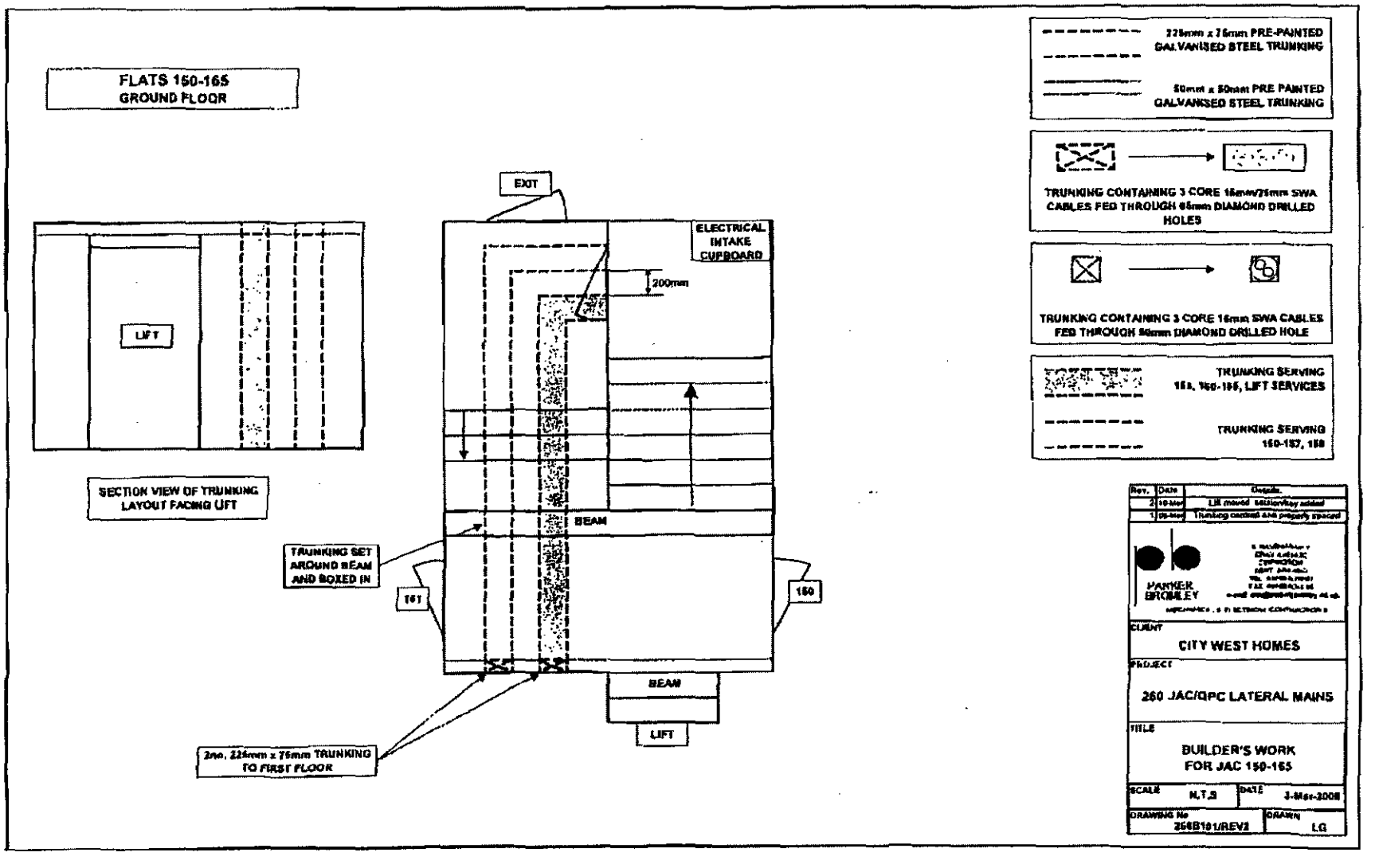
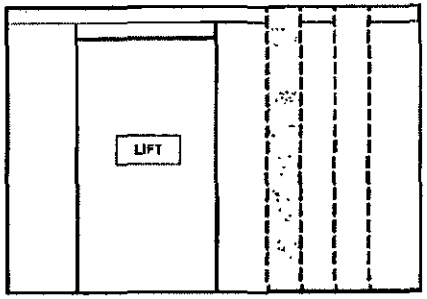
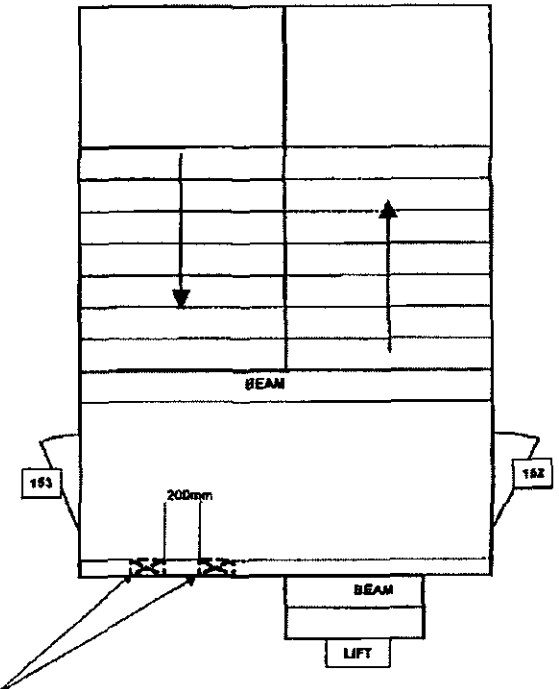

FLATS 150-165
GROUND FLOOR
EXIT
ELECTRICAL INTAKE CUPBOARD
200mm
LIFT
SECTION VIEW OF TRUNKING LAYOUT FACING LIFT
BEAM
TRUNKING SET AROUND BEAM AND BOXED IN
151
150
BEAM
LIFT
2no. 225mm x 75mm TRUNKING TO FIRST FLOOR
225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING
50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING
TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLES
TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 50mm DIAMOND DRILLED HOLE
TRUNKING SERVING 151, 150-155, LIFT SERVICES
TRUNKING SERVING 150-157, 159
Rev. Date Details
2 10-Mar Lift moved section/key added
1 09-Mar Trunking centred and properly spaced
PARKER BROMLEY
CLIENT
CITY WEST HOMES
PROJECT
260 JAC/QPC LATERAL MAINS
TITLE
BUILDER'S WORK FOR JAC 150-165
SCALE N.T.S
DATE 3-Mar-2008
DRAWING No 264B101/REV2
DRAWN LG

FLATS 150-165
FIRST FLOOR 152-163
SECOND FLOOR 154-165
THIRD FLOOR 156-157



SECTION VIEW OF TRUNKING LAYOUT FACING LIFT



2no. 225mm x 76mm TRUNKING FROM FLOOR BELOW TO FLOOR ABOVE

225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING

50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING

TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 66mm DIAMOND DRILLED HOLES

TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 50mm DIAMOND DRILLED HOLE

TRUNKING SERVING 158, 160-166; LIFT SERVICES

TRUNKING SERVING 150-157, 159

Rev.	Date	Details

PARKER PROBLEY

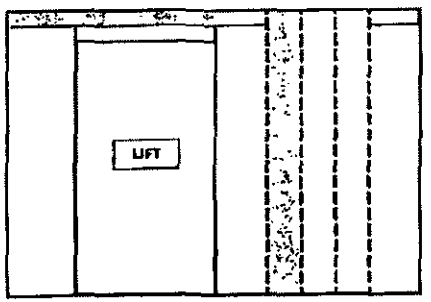
CLIENT: CITY WEST HOMES

PROJECT: 260 JAC/OPC LATERAL MAINS

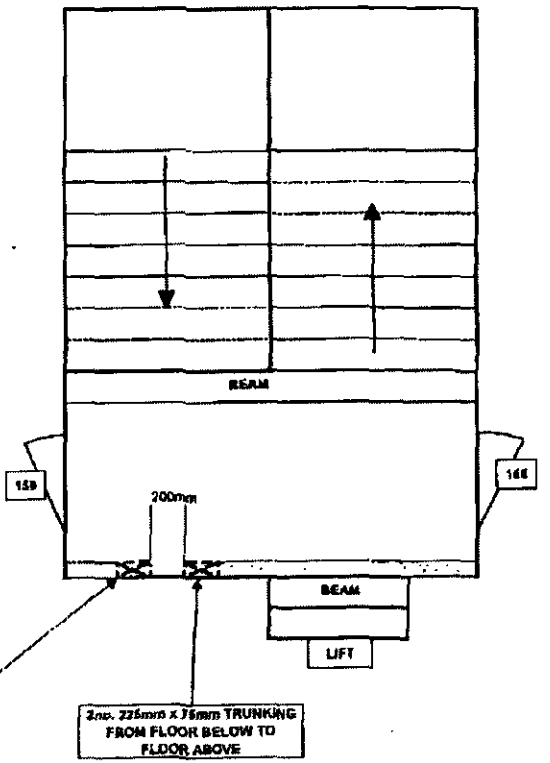
TITLE: BUILDER'S WORK FOR JAC 150-165

SCALE	N.T.S.	DATE	16-Mar-2006
DRAWING No	2606161A	DRAWN	LG

FLATS 150-165
FOURTH FLOOR 158-159



SECTION VIEW OF TRUNKING LAYOUT FACING LIFT



225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING

50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING

TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLES

TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 50mm DIAMOND DRILLED HOLE

TRUNKING SERVING 158, 160-165; LIFT SERVICES

TRUNKING SERVING 160-167, 158

Rev.	Date	Details

PARKER MORLEY

CLIENT: *CITY WEST HOMES*

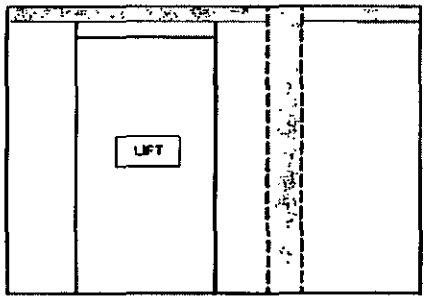
PROJECT: 280 JAC/QPC LATERAL MAINS

TITLE: BUILDER'S WORK FOR JAC 150-165

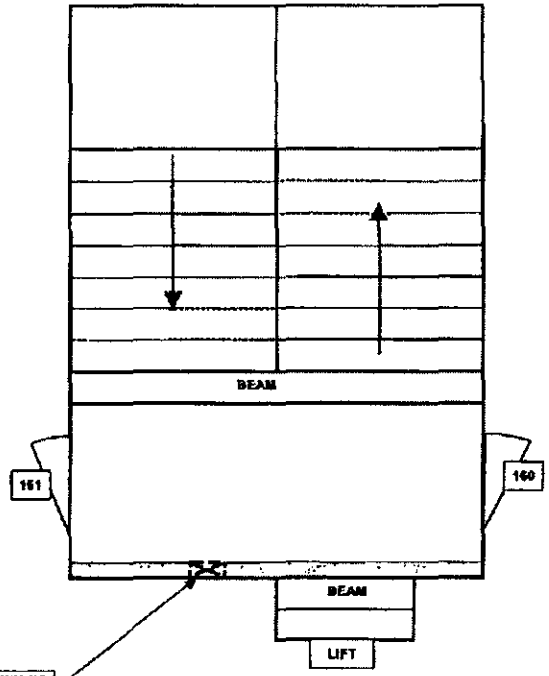
SCALE: N.T.S. DATE: 10-Mar-2008

DRAWING No: 250B1015 DRAWN: LG

FLATS 150-165
FIFTH FLOOR 160-161
SIXTH FLOOR 162-163
SEVENTH FLOOR 164-165



SECTION VIEW OF TRUNKING LAYOUT FACING LIFT



225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING

50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING

TRUNKING CONTAINING 3 CORE 185mm/25mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLES

TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 50mm DIAMOND DRILLED HOLE

TRUNKING SERVING 158, 160-165; LIFT SERVICES

TRUNKING SERVING 150-157, 159

Rev.	Date	Details.

PARKER BROMLEY

CLIENT: CITY WEST HOMES

PROJECT: 260 JAC/QPC LATERAL MAINS

TITLE: BUILDER'S WORK FOR JAC 150-165

SCALE: N.T.S. | DATE: 18-Mar-2008

DRAWING No: 260B101C | DRAWN: LG

Parker - 07904 063192

Baynes, Allan

From: Bryan Packman Marcel [consulting@bpm.uk.com]
Sent: 07 Mar 2008 17:30
To: Mark Faulkner
Cc: Baynes, Allan
Subject: Re. 260 JAC builders work

Dear Mark,
Your proposals are approved.
Please proceed in accordance with your Email of 07 March 2008 15.50 Hrs.
Regards,
Peter Bryan.

----- Original Message -----
From: Mark Faulkner
To: Bryan Packman Marcel
Cc: 260 Lateral Mains ; Baynes, Allan
Sent: Friday, March 07, 2008 3:50 PM
Subject: 260 JAC builders work

Good afternoon Peter
Can you confirm if you are happy for us to do the following
In flats 71-93 see drawing JAC Builders Work 71-93
The two trunkings 200mm apart rising through the slab at high level continue in the way agreed ,as shown on the drawings, through the higher levels with the left hand trunking terminating at high level on the 2nd floor and the right hand trunking terminating at high level on the 5th floor.
The single trunking rising on the half landing continues in this position to high level on the 6th floor before going along the ceiling and rising through the slab to the 7th floor in the same position as the trunking that terminated on the 5th floor.

In flats 150-165 see drawings JAC Builders Work 150-165
The two trunkings will rise through the floors, in the way agreed ,with the left hand trunking terminating at high level on the 4th floor and the right hand trunking terminating at high level on the 7th floor.

We want to start the drilling on Monday from the top floors down and would greatly appreciate your prompt attention.
If you have any queries please don't hesitate to call me on 07949 133 911

Many thanks
Mark Faulkner
Contracts Engineer

Parker Bromley
Building Services Contractors
5 Ravensquay
Cray Avenue
Orpington
Kent BR5 4BQ

"Quality this time, next time & everytime"

T. 01689 607607
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mark.faulkner@parkerbromley.co.uk

www.parkerbromley.co.uk

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Baynes, Allan

From: Lee Griffiths [lee.griffiths@parkerbromley.co.uk]
Sent: 10 Mar 2008 16:46
To: consulting@bpm.uk.com
Cc: Baynes, Allan; Electrical; 260 CityWest Lateral Mains
Subject: JAC 71-93 Builder's Works Drawings
Attachments: JAC Builder's Work 71-93 260B102ABCD.pdf

Afternoon Peter,

Please find attached updated drawings for John Aird Court flats 71-93 detailing all floors.

5no. drawings are attached:

260B102 -GROUND
260B102A -FIRST, SECOND
260B102B -THIRD TO FIFTH
260B102C -SIXTH
260B102D -SEVENTH

All drawings are within a single, multiple paged PDF.

Kind regards,

Lee William Griffiths
Trainee Projects Engineer

Parker Bromley
Building Services Contractors
5 Ravensquay
Cray Avenue
Orpington
Kent
BR5 4BQ

"Quality this time, next time & everytime"

T: 01689 604 218
F: 0871 221 4503
lee.griffiths@parkerbromley.co.uk
www.parkerbromley.co.uk

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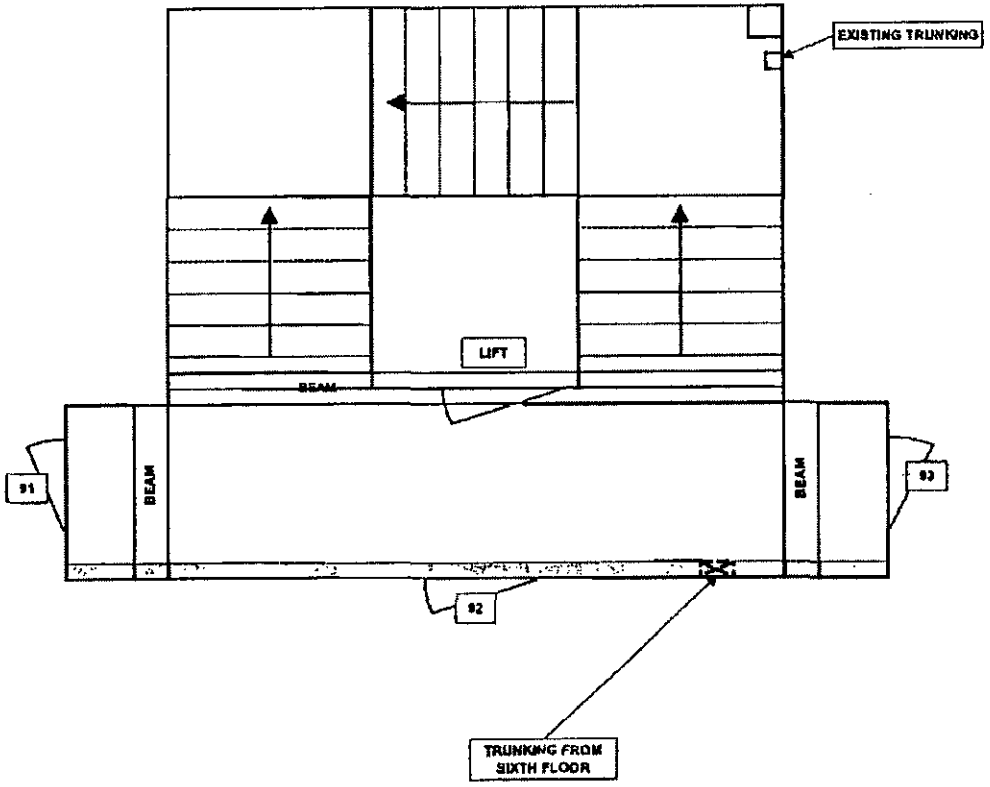
FLATS 71-93
SEVENTH FLOOR 81-93



225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING

50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING

TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLES

TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 50mm DIAMOND DRILLED HOLE

TRUNKING SERVING 84-93; LIFT SERVICES

Rev.	Date	Details

PARKER PROMLEY

CLIENT: CITY WEST HOMES

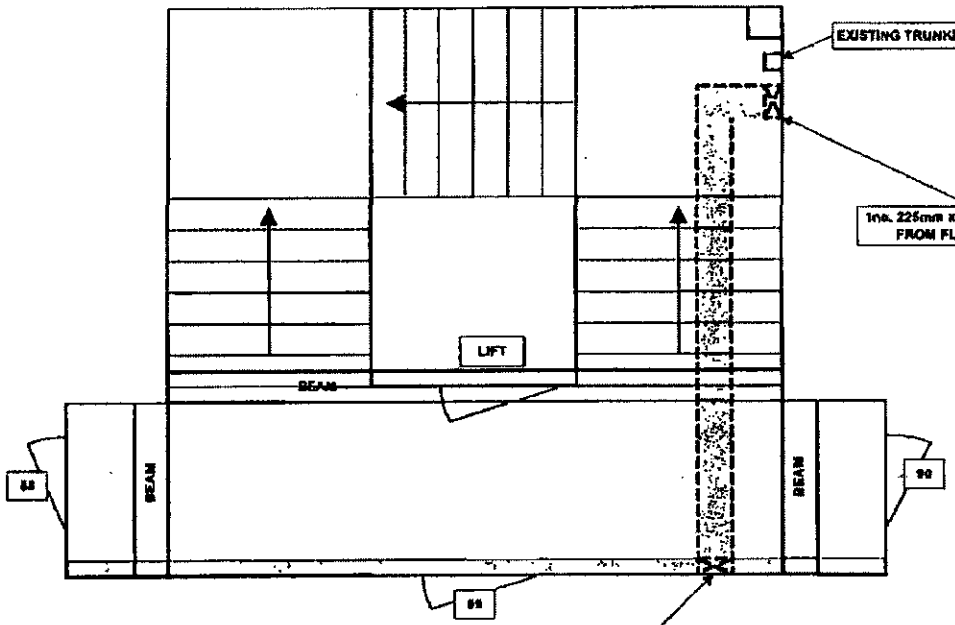
PROJECT: 260 JAC/QPC LATERAL MAINS

TITLE: BUILDER'S WORK FOR JAC 71-93

SCALE: N.T.S. | DATE: 16-Mar-2008

DRAWING No: 260@102D | DRAWN: LG

FLATS 71-93
SIXTH FLOOR 88-90



225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING

50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING

TRUNKING CONTAINING 3 CORE 16mm/35mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLES

TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLE

TRUNKING SERVING 84-93; LIFT SERVICES

Rev.	Date	Details

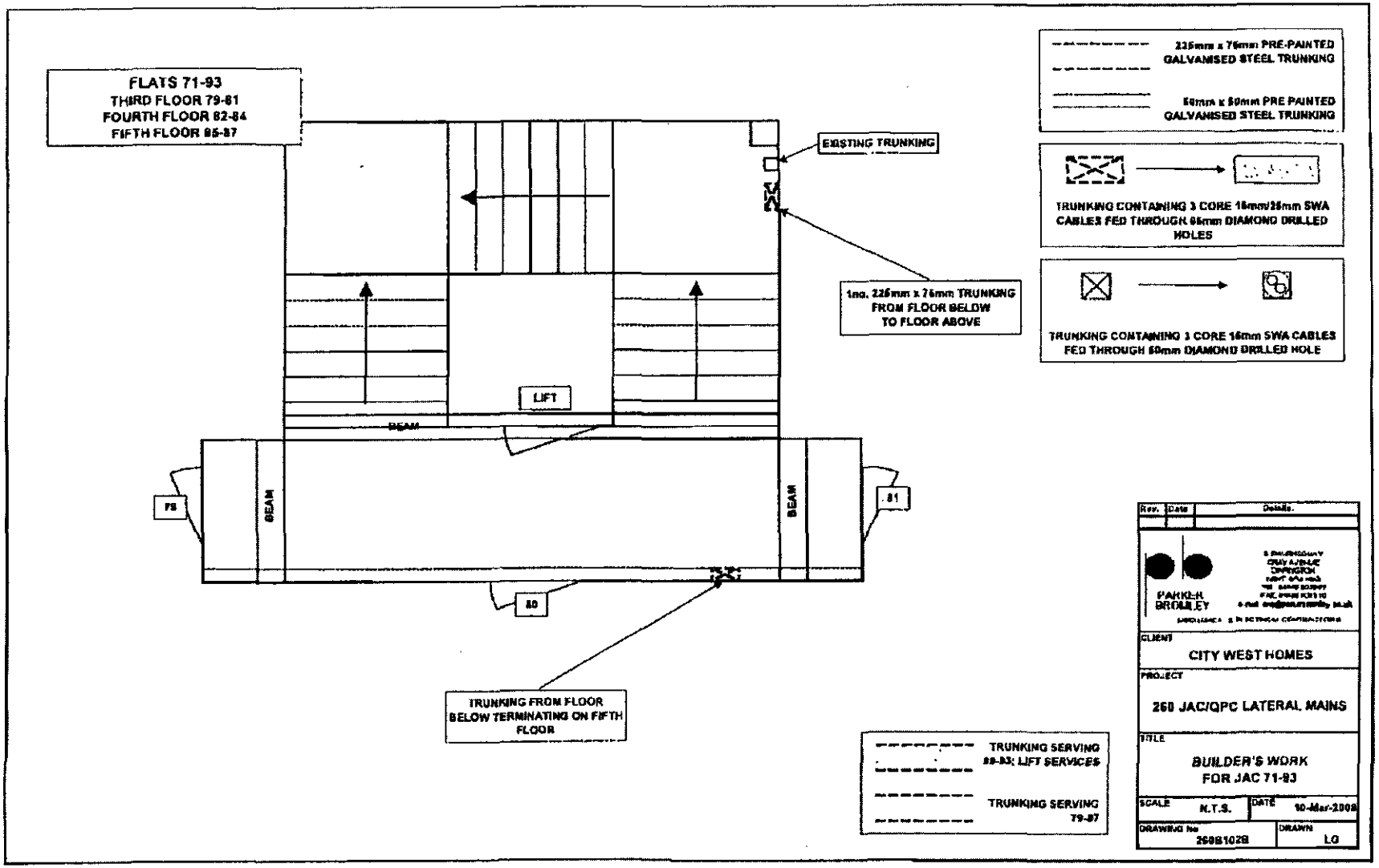
PARKER BROMLEY

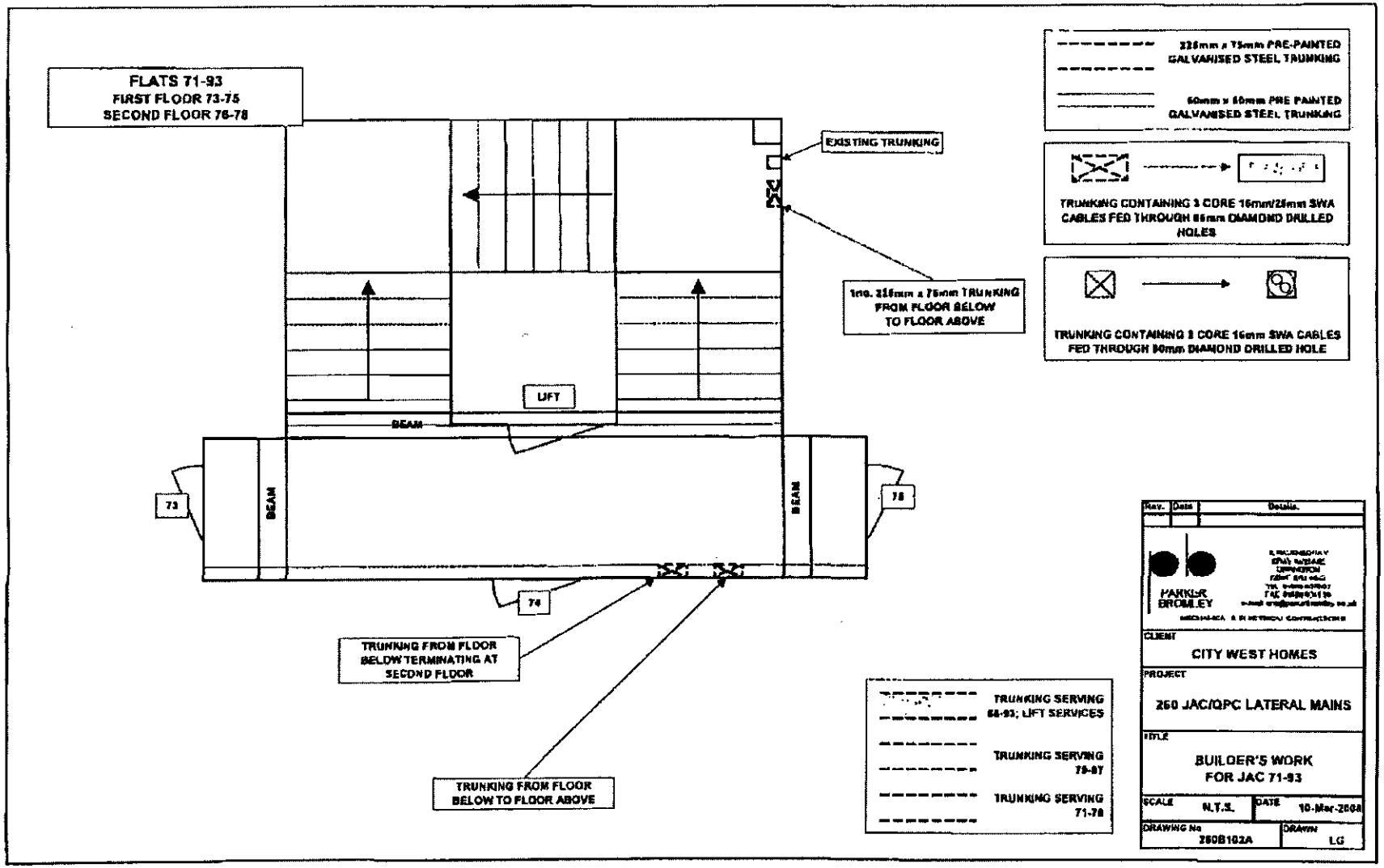
CLIENT
CITY WEST HOMES

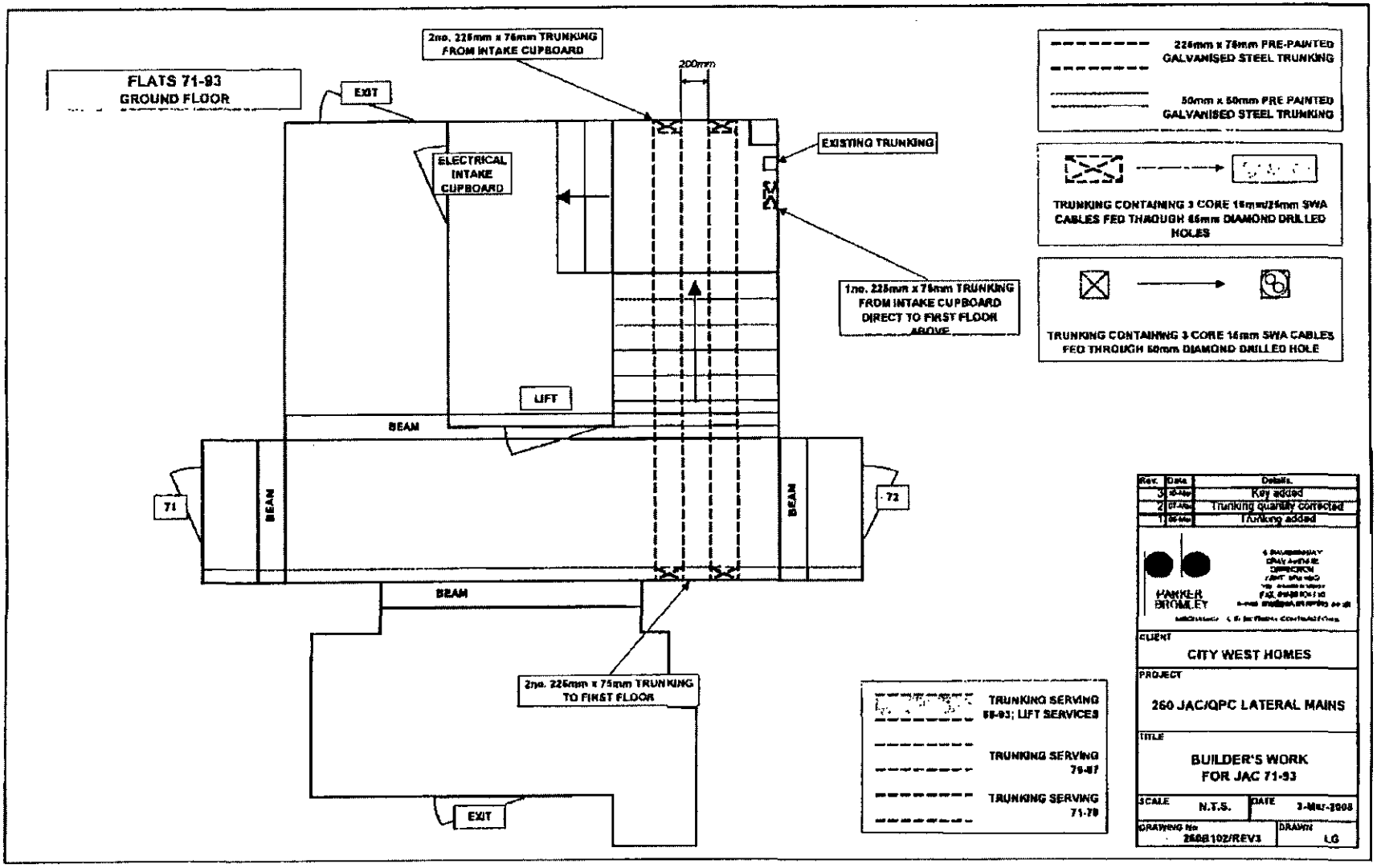
PROJECT
250 JAC/QPC LATERAL MAINS

TITLE
BUILDER'S WORK FOR JAC 71-93

SCALE	N.T.S.	DATE	10-Mar-2008
DRAWING No	250B102C	DRAWN	LG


FLATS 71-93
THIRD FLOOR 79-81
FOURTH FLOOR 82-84
FIFTH FLOOR 85-87
EXISTING TRUNKING
1no. 225mm x 75mm TRUNKING FROM FLOOR BELOW TO FLOOR ABOVE
LIFT
BEAM
BEAM
BEAM
FS
81
80
TRUNKING FROM FLOOR BELOW TERMINATING ON FIFTH FLOOR
225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING
50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING
TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLES
TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 50mm DIAMOND DRILLED HOLE
TRUNKING SERVING 83-93; LIFT SERVICES
TRUNKING SERVING 79-87
Rev.
Date
Details
PARKER BROOLEY
CLIENT
CITY WEST HOMES
PROJECT
250 JAC/QPC LATERAL MAINS
TITLE
BUILDER'S WORK FOR JAC 71-93
SCALE N.T.S.
DATE 10-Mar-2008
DRAWING No 2508102B
DRAWN LG


FLATS 71-93
FIRST FLOOR 73-75
SECOND FLOOR 76-78
EXISTING TRUNKING
1no. 225mm x 75mm TRUNKING FROM FLOOR BELOW TO FLOOR ABOVE
LIFT
BEAM
BEAM
BEAM
73
74
75
TRUNKING FROM FLOOR BELOW TERMINATING AT SECOND FLOOR
TRUNKING FROM FLOOR BELOW TO FLOOR ABOVE
225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING
50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING
TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLES
TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 50mm DIAMOND DRILLED HOLE
TRUNKING SERVING 66-93; LIFT SERVICES
TRUNKING SERVING 73-87
TRUNKING SERVING 71-78
Rev.
Date
Details
PARKER BROMLEY
CLIENT
CITY WEST HOMES
PROJECT
250 JAC/QPC LATERAL MAINS
TITLE
BUILDER'S WORK FOR JAC 71-93
SCALE
N.T.S.
DATE
10-Mar-2008
DRAWING No
2508103A
DRAWN
LG


FLATS 71-93
GROUND FLOOR
2no. 225mm x 75mm TRUNKING FROM INTAKE CUPBOARD
200mm
EXIT
ELECTRICAL INTAKE CUPBOARD
EXISTING TRUNKING
1no. 225mm x 75mm TRUNKING FROM INTAKE CUPBOARD DIRECT TO FIRST FLOOR ABOVE
LIFT
BEAM
BEAM
BEAM
71
72
2no. 225mm x 75mm TRUNKING TO FIRST FLOOR
EXIT
225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING
50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING
TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLES
TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 50mm DIAMOND DRILLED HOLE
TRUNKING SERVING 59-93; LIFT SERVICES
TRUNKING SERVING 79-87
TRUNKING SERVING 71-78
Rev. Date Details.
3 Key added
2 Trunking quantity corrected
1 Trunking added
PARKER BROMLEY
CLIENT
CITY WEST HOMES
PROJECT
260 JAC/QPC LATERAL MAINS
TITLE
BUILDER'S WORK FOR JAC 71-93
SCALE N.T.S.
DATE 3-Mar-2008
DRAWING No 2608102/REV3
DRAWN LG

Baynes, Allan

From: Lee Griffiths (lee.griffiths@parkerbromley.co.uk)
Sent: 10 Mar 2008 13:51
To: consulting@bpm.uk.com
Cc: Baynes, Allan; Electrical; 260 CityWest Lateral Mains
Subject: Builder's Works Drawings
Attachments: JAC Builder's Work 150-165 260B101ABC.pdf

Afternoon Peter,

Please find attached updated drawings for John Aird Court flats 150-165 detailing all floors.

Also note that these drawings are identical for blocks containing flats 41-55, and are handed for flats 56-70.

4no. drawings are attached:
260B101 -GROUND
260B101A -FIRST TO THIRD
260B101B -FOURTH
260B101C -FIFTH TO SEVENTH
All drawings are within a single, multiple paged PDF.

Kind regards,

Lee William Griffiths
Trainee Projects Engineer

Parker Bromley
Building Services Contractors
5 Ravensquay
Cray Avenue
Orpington
Kent
BR5 4BQ

"Quality this time, next time & everytime"

T: 01689 604 218
F: 0871 221 4503
lee.griffiths@parkerbromley.co.uk
www.parkerbromley.co.uk

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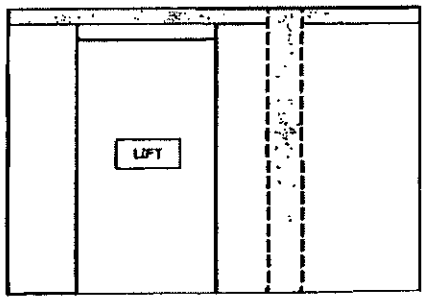
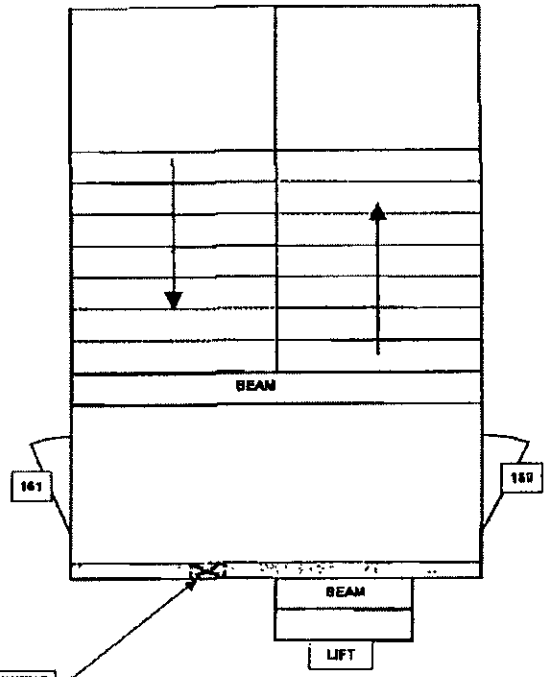
FLATS 150-165
FIFTH FLOOR 160-161
SIXTH FLOOR 162-163
SEVENTH FLOOR 164-165

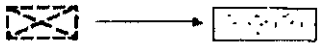


SECTION VIEW OF TRUNKING LAYOUT FACING LIFT

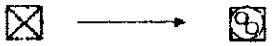


225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING

50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING



TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 58mm DIAMOND DRILLED HOLES



TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 58mm DIAMOND DRILLED HOLE

TRUNKING SERVING 159, 160-165; LIFT SERVICES

TRUNKING SERVING 159-167, 169

Rev.	Date	Details.

HANKEN BRIGGS

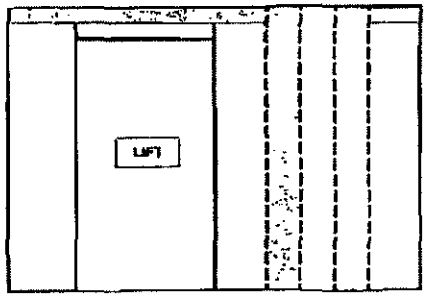
CLIENT: CITY WEST HOMES

PROJECT: 260 JAC/QPC LATERAL MAINS

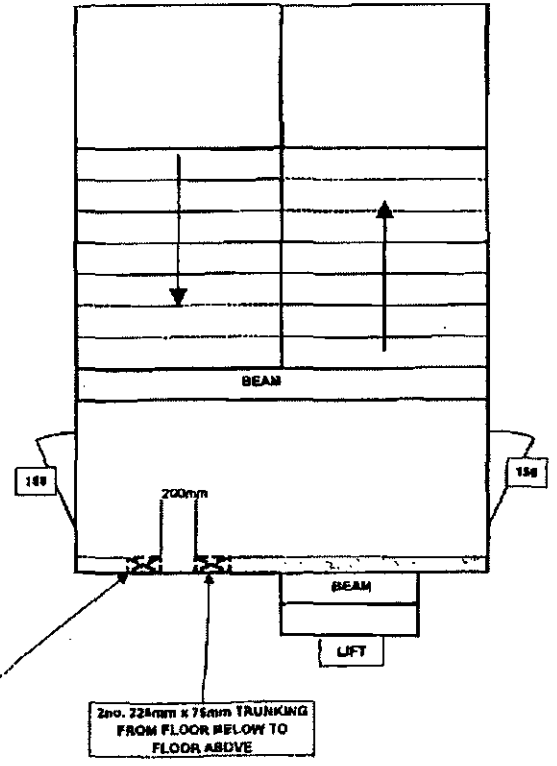
TITLE: BUILDER'S WORK FOR JAC 150-165

SCALE	N.T.S.	DATE	10-Mar-2008
DRAWING No	260B101C	DRAWN	LG

FLATS 150-165
FOURTH FLOOR 158-159



SECTION VIEW OF TRUNKING LAYOUT FACING LIFT



225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING

50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING

TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 66mm DIAMOND DRILLED HOLES

TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 50mm DIAMOND DRILLED HOLE

TRUNKING SERVING 151, 160-165; LIFT SERVICES

TRUNKING SERVING 150-157, 159

Rev	Date	Details

MARKER BROMLEY

CLIENT: CITY WEST HOMES

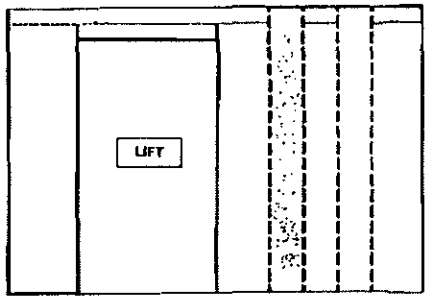
PROJECT: 250 JAC/QPC LATERAL MAINS

TITLE: BUILDER'S WORK FOR JAC 150-165

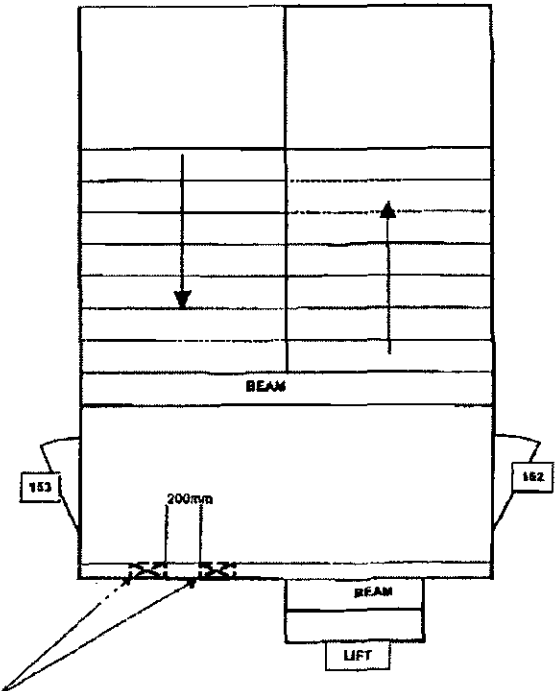
SCALE: N.T.S. DATE: 10-Mar-2008

DRAWING No: 2408101B DRAWN: LG

FLATS 150-165
FIRST FLOOR 152-153
SECOND FLOOR 154-155
THIRD FLOOR 156-157



SECTION VIEW OF TRUNKING LAYOUT FACING LIFT



2no. 225mm x 75mm TRUNKING FROM FLOOR BELOW TO FLOOR ABOVE

225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING

50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING

TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 65mm DIAMOND DRILLED HOLES

TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 50mm DIAMOND DRILLED HOLE

TRUNKING SERVING 150, 160-165; LIFT SERVICES

TRUNKING SERVING 150-157, 159

Rev.	Date	Details

PARKER BRUCE FT

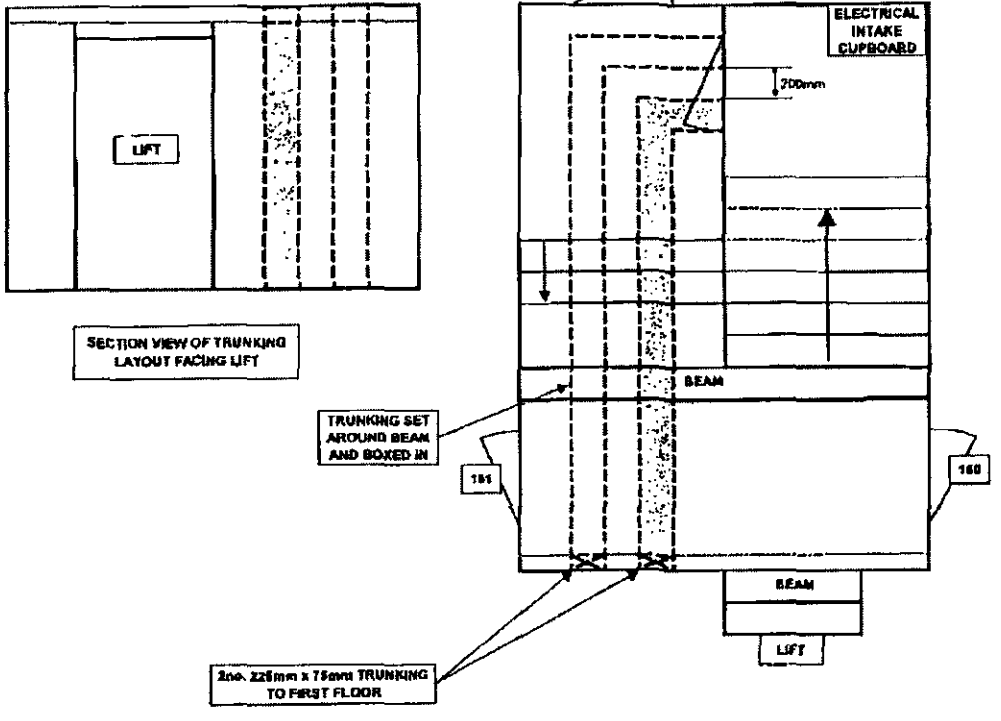
CLIENT
CITY WEST HOMES

PROJECT
260 JAC/QPC LATERAL MAINS

TITLE
BUILDER'S WORK FOR JAC 150-165

SCALE	N.T.S.	DATE	10-Mar-2008
DRAWING No	2990161A	DRAWN	LG

FLATS 150-165
GROUND FLOOR



SECTION VIEW OF TRUNKING LAYOUT FACING LIFT

225mm x 75mm PRE-PAINTED GALVANISED STEEL TRUNKING

50mm x 50mm PRE PAINTED GALVANISED STEEL TRUNKING

TRUNKING CONTAINING 3 CORE 16mm/25mm SWA CABLES FED THROUGH 46mm DIAMOND DRILLED HOLES

TRUNKING CONTAINING 3 CORE 16mm SWA CABLES FED THROUGH 50mm DIAMOND DRILLED HOLE

TRUNKING SERVING 158, 160-165, LIFT SERVICES

TRUNKING SERVING 150-157, 159

Rev.	Date	Details.
2	19-Mar	Lift moved, section/key added
1	06-Mar	Trunking carried and properly spaced

PARKER BROADLEY

CLIENT
CITY WEST HOMES

PROJECT
280 JAC/QPC LATERAL MAINS

TITLE
BUILDER'S WORK FOR JAC 150-165

SCALE N.T.S. DATE 3-Mar-2008

DRAWING No 280B101/REV2 DRAWN LG

APPENDIX 2

RESPONSES OF WESTMINSTER TO LIST OF ADDITIONAL INFORMATION REQUESTED BY OFGEM

At the meeting of 19th March 2009 OFGEM circulated a note, a copy of which is attached hereto, setting out a list of additional information requested from EDF and the Councils. Westminster has not seen EDF's response to the questions raised by OFGEM and requests confirmation as to whether any response has been provided and, if so, a copy of sueh response.

This document sets out Westminster's responses to those questions in relation to the John Aird Court block.

Request

1. Correspondence between the parties showing the request for maintaining the connection, any further information requested by EDFE.

Response

OFGEM is referred to paragraph 2.4 of the Front End document. Westminster wrote to EDF by letter dated 5 April 2007 informing EDF of the testing carried out, the need for replacement and requesting EDF to carry out the works. A copy is attached at page 3 of this Appendix 2.

Request

2. The reason why the maintenance needs to be done now. Is there an issue of non-compliance with ESQCR standards?

Response

See the above response – the letter of 5 April 2007 set out the reasons for the need for the maintenance work. The thermography report carried out in accordance with the Electricity Safety, Quality and Continuity Regulations indicated a need for renewal and so there was a potential issue of non-compliance. Full details of the investigations undertaken can be provided if requested by OFGEM.

Request

3. The existing connection agreement. As mentioned above, clause 18 of the DCUSA requires a connection agreement to be in place. Suppliers act as agent for the DNO in procuring the connection agreement at the same time as they get customers to sign up to the supply agreement.

Response

Westminster, as owner of the freehold of John Aird Court, is not a licensed generator, distributor or supplier of electricity and does not hold a connection agreement under the DCUSA. It is noted from the DCUSA website that no local authorities are listed as parties to the DCUSA.

Request

4. Does the Council operate or own a distribution network at the block concerned. Does it hold a Distribution licence of any kind under any of the distribution exemptions under the Electricity (Class Exemptions from Requirements for a Licence) Order 2001 in relation to the block concerned? Please supply the reasons why it does or does not do so.

Response

Westminster is merely the freehold owner of the block in question. It does not own or operate a distribution network at John Aird Court and, accordingly, it does not hold a Distribution Licence.

Request

5. Does the Council supply electricity to any consumers at the block concerned? Does it hold a supply licence of any kind under s6(3) Electricity Act or fall within any of the supply exemptions under the Electricity (Class Exemptions from Requirements of a Licence) Order 2001 in relation to the block concerned. Please supply the reason why it does or does not do so.

Response

Westminster, as the freehold owner of John Aird Court, does not supply electricity to any consumers in John Aird Court and does not hold a supply licence.

Request

6. In relation to each block concerned, what capacity does the Council regard itself as holding under DCUSA? Is it a User or a Customer?

Response

As above, Westminster, as the freehold owner of John Air Court, is not a party to the DCUSA and is not a generator, distributor or supplier of electricity.

Chief Executive: Brian Johnson

Mr. M. Cuddihey,
EDF Energy Networks Ltd.,
40, Grosvenor Place,
Victoria,
LONDON,
SW1X 7EN.

Reply to:
Allan J Baynes
Building Services Engineer
CityWest Homes
21 Grosvenor Place
London
SW1X 7EA

Tel: 0207-245-2272 or Mobile 07799348439
Fax: 0207-245-2080
E-Mail: abaynes@cwh.org.uk
www.cwh.org.uk

Date 5 April 2007

Dear Sir

Re: Queens Park Court, ILBERT Street, Mozart Estate, London, W10., and John Aird Street, Harrow Road, Paddington Green Estate, London, W2. Replacement of the existing VIR Rising and Lateral Mains and associated switch/fuse gear scheme.

Further to Testing of the existing VIR Rising and Lateral mains in 2005 and the Thermgraphy Imagining survey in 2006 at the above sites. It was ascertained from the Testing and visual examination that the existing VIR Rising and Lateral mains and associated switch/fuse gear from the original 1950's installation were now age expired and in urgent need of renewal.

The current state of disrepair of the existing VIR Rising and Lateral mains now demands that these are now replaced to:-

1)Reduce any future loss of power due to failings with the age expired cables.
2)An un-planned outage could leave a resident without power for a period of time due to the amount of work necessary to install a new electrical supply cable.
3)Prevent the risk of a small fire due to the overheating of the cable.
4)To minimise the risk of electrocution as the as the cable insulation in some cases has failed due to over-heating mainly caused by loose connections.

The scheme is indicated in the CityWest Homes 2007/8 Capital Budget to replace age expired wiring identified from the electrical Testing programme.

CITYWEST HOMES

We are at present preparing the Tender Specification for the Replacement of the Rising and Lateral mains and associated switch/fuse gear at Queens Park Court and John Aird Court. The scheme will go out to competitive Tender during May 2007 with view to commencing the works on site during October 2007.

We are of the considered opinion that it is EDF responsibity for the Rising and Lateral mains and associated switch/fuse gear from the EDF Cut-Out to the Meter located in each Resident Property as technically they are 'Un-Metered' Mains.

Consequently, we expect, if EDF could either 'Fund' the above Works or for EDF to carry out the Proposed Works for 'Free', pending a 'Case with Camden Local Authority'.

Please do not hesitate to contact me either by Email or by my Mobile No. 07799-348439, if you have any queries. If this letter has been sent to the wrong address, we would be obliged if you could advise us of the correct address etc.

Yours faithfully

Allan J. Baynes
Building Services Engineer

c.c. Mr. J Barratt – EDF Energy Networks Ltd.
(Centenary House, 161, Bidder Street, London, E16 4ET.
Mr. J. Green – CityWest Homes Ltd.
Mr. D. McCallion - CityWest Homes Ltd.
Mr. R. Bevis - CityWest Homes Ltd.
Mr. I. Campbell - CityWest Homes Ltd.

P012 69 CJB

Mr A Baynes
Building Service Engineer
City West Homes
21 Grosvenor Place
London
SW1X 7EA

EDF

27 April 2007

Dear Sirs

Re: **Queens Park Court, Ilbert Street, Mozart Estate, London, W10**
John Aird Street, Harrow Road, Paddington Green Estate, London, W2

Thank you for your letter of 05 April which has been passed today to Mr Baker for him to reply to.

Mr Baker is out of the office at present and will be returning on Friday 4 May. I shall pass your letter and enclosure to Mr Baker for him to deal with on his return.

If I can be of any assistance during Mr Baker's absence please do not hesitate to contact me.

Yours faithfully

Louise Shelley
PA to Principal Solicitor

Louise Shelley
PA to Principal Solicitor
EDF Energy Networks Ltd
Atlantic House, Henson Road
Three Bridges, Crawley West Sussex RH10 1QQ
DX 129360 CRAWLEY 17
Telephone No. 01293 509378

W1

)etermination No. RBA/TR/A/DET/

)ETERMINATION BY THE GAS AND ELECTRICITY MARKETS AUTHORITY OF A DISPUTE REFERRED TO IT UNDER SECTION 23 OF THE ELECTRICITY ACT 1989 CONCERNING THE CHARGES FOR ELECTRICITY CONNECTIONS TO THE PREMISES.

WITNESS STATEMENT OF MIKE CUDDIHEY

I, MIKE CUDDIHEY, of 161 Bidder Street, London E16 4ET, STATE AS FOLLOWS:

1. I am currently employed by EDF Energy plc, Networks Branch London Region, as a Senior Project Manager within customer operations. I started with work with London Electricity Board in 1966 and have been employed by it, then London Electricity, and latterly companies in the EDF Energy group continuously ever since.

2. I have considerable experience of the process by which rising and lateral mains are constructed in new buildings and of the EDF Energy distribution system.

3. When I joined LEB there already existed an LEB contracting division. So far as I know it had always been in existence in order to compete for work for which it was qualified and experienced but which was not work carried out as statutory undertaker. It was certainly of long standing when I joined in 1966. It was known originally so far as I can recall as LEB Contracting and then, from 1971 as the Central Works department.

4. When a new building was being built, whether by local authorities or private developers, LEB would be asked to carry out the work of bringing the distributing main into the cut-out normally in the basement or some other agreed in-take room. It would do this in its capacity as statutory undertaker. It would quote for this work and would be paid for it. No other party could carry out this work.

5. Some local authorities (but even then not always) and some private developers (but far from all) would additionally invite LEB to quote for installing the R&Ls in the building. Sometimes LEB would quote but would not get the job. When they quoted, it was always a separate quote, usually on RIBA terms.

6. I have looked at the amended front end document being submitted by EDF Energy, the Westminster Property Appendix and a copy of Gordon Rees's letter dated 5 June 1987 and I confirm that on matters of historic facts, the EDF Energy text in section 4 and the property appendix and the content of that letter as set out in section 4 are correct to the best of my knowledge and belief.

7. I have been asked to consider one further factual assertion made by Westminster. I am able

to confirm the content of paragraph 4.85 of the Front End Document.

I believe that the facts stated in this witness statement are true

Signed.....

Mike Cuddihey

Date: 4 September 2009

Determination No. RBA/TR/A/DET/

DETERMINATION BY THE GAS AND ELECTRICITY MARKETS AUTHORITY OF A DISPUTE REFERRED TO IT UNDER SECTION 23 OF THE ELECTRICITY ACT 1989 CONCERNING THE CHARGES FOR ELECTRICITY CONNECTIONS TO THE PREMISES.

WITNESS STATEMENT OF JIM BARRATT

I, JIM BARRATT, of 161 Bidder Street London E16 4ET, STATE AS FOLLOWS:

1. I am currently employed by EDF Energy plc, Networks Branch London Region, as SUPERVISOR within customer operations. I started with work with London Electricity Board in 1971 and have been employed by it, then London Electricity, and latterly companies in the EDF Energy group continuously ever since.

2. I have considerable experience of the process by which rising and lateral mains are constructed in new buildings and of the EDF Energy distribution system.

3. When I joined LEB there already existed an LEB contracting division. So far as I know it had always been in existence in order to compete for work for which it was qualified and experienced but which was not work carried out as statutory undertaker. It was certainly of long standing when I joined in 1971 and it changed its name in that year to the Central Works department.

4. When a new building was being built, whether by local authorities or private developers, LEB would be asked to carry out the work of bringing the distributing main into the cut-out normally in the basement or some other agreed in-take room. It would do this in its capacity as statutory undertaker. It would quote for this work and would be paid for it. So far as I ever knew, no other party could carry out this work.

5. I was aware that some local authorities (but even then not every time) and some private developers (but far from all) would additionally invite LEB to quote for installing the R&Ls in the building. Sometimes LEB would quote but would not get the job. When they quoted, it was always a separate quote. I myself have prepared such documents.

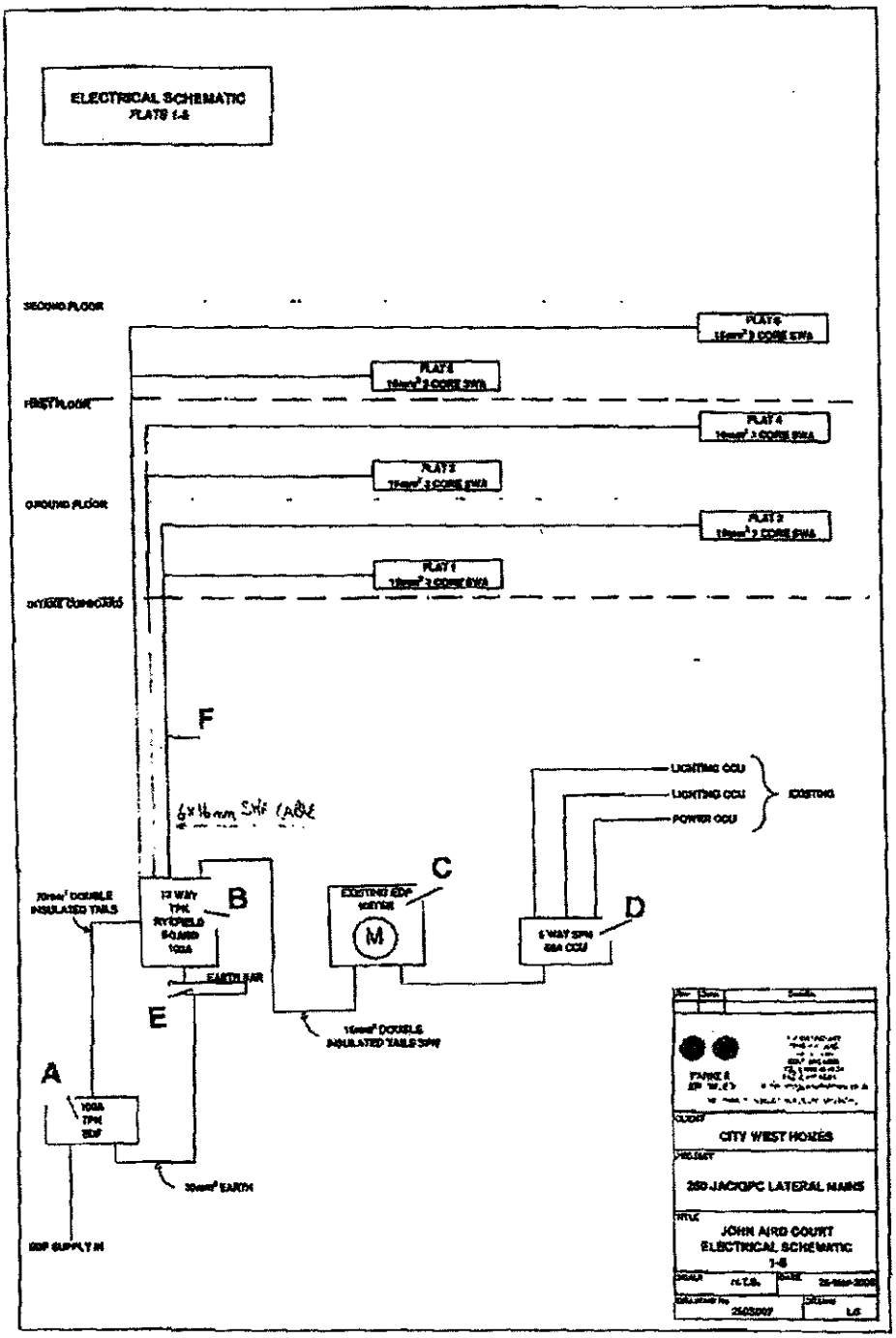
6. I have looked at paragraph 4.43 of a document apparently called the amended front end document being submitted by EDF Energy together with a copy of Gordon Rees's letter dated 5 June 1987 and I confirm that the text is correct to the best of my knowledge and belief.

I believe that the facts stated in this witness statement are true

Signed.....

Jim Barratt

Date: 4 September 2009


ELECTRICAL SCHEMATIC
FLATS 1-6
SECOND FLOOR
FIRST FLOOR
GROUND FLOOR
FLAT 6
FLAT 5
FLAT 4
FLAT 3
FLAT 2
FLAT 1
F
6x16mm SWA CABLE
LIGHTING CCU
LIGHTING CCU
POWER CCU
EXISTING
B
C
D
E
A
M
CITY WEST HOMES
250 JACKSPC LATERAL MAINS
JOHN AIRD COURT
ELECTRICAL SCHEMATIC
1-6

John Aird Court electrical schematic

A The main EDF supply cable is connected to a 100 amp TPN (triple pole & neutral) fuse commonly referred to as the "Head" or "Suppliers Cutout" located in the intake room within the block.

B From the Cutout, 70mm double insulated cables (or tails) connect into a new 12 way TPN 100 amp Ryefield board as specified by EDF, with an EDF type lock. (The Ryefield board is also known as a "multiway"). A Ryefield board is a fused distribution point from which a Rising and Lateral Main cable is fed to individual properties.

C The landlord's supply is separately metered.

D From the Ryefield board 16mm double insulated tails connect into a 6 way SPN (single pole neutral) 60 amp capacity, which feeds the landlords communal lighting circuits, lift motor room (TPN supply required).

E The Head and the Ryefield board are earthed to the earth bar.

F From the Ryefield board each flat is fed by a 16mm (XPLE insulated armoured cable) installed within galvanised steel trunking, to the consumer unit via the residents meter.

All England Official Transcripts (1997-2008)

Thames Water Utilities Ltd v Hampstead Homes (London) Ltd

Water supply - Charges - Charge for connection to water supply or public sewer - Premises which had never at any previous time been connected to a supply of water or public sewer provided for domestic purposes - Defendant converting buildings into flats - Claimant providing flats with connections to supply of water and public sewer - Claimant charging defendant for connections on basis flats 'premises never previously connected' - Defendant contending flats not new premises - Whether flats premises never previously connected to a supply of water of public sewer - Water Industry Act 1991, s 146(2)

[2002] EWCA Civ 1487, (Transcript: Smith Bernal)

COURT OF APPEAL (CIVIL DIVISION)

MAY LJ, BODEY J

8 OCTOBER 2002

8 OCTOBER 2002

J Watson QC for the Appellant

The Respondent did not appear and was not represented

Legal Department, Thames Water Utilities Ltd, Reading

MAY LJ

[1] This is an appeal from a decision of His Honour Judge Catlin sitting in the Reading County Court on 17 October 2001, when he gave his decision, and subsequently handed down written reasons on 23 November 2001. He dismissed the Appellants' claim for £42,790.32 under s 146(2)(a)and (b) of the Water Industry Act 1991. The issue which the appeal raises is of some importance to the water industry and to building developers. The judge recognising this, gave permission to appeal.

[2] The Claimant, Thames Water Utilities Limited, is a water undertaker and sewerage undertaker appointed under s 6 of the 1991 Act. The Defendants are building developers. The Claimants' claim form simply states that their claim was for infrastructure charges to the value of £42,790.32. the particulars of claim stated that the claim was for the statutory fixed charges payable as a result of the connection of water and sewerage services made at the defendants' request, details of which it was said had been delivered.

[3] A short form defence asserted that infrastructure charges can only be levied on premises that were never previously connected to a water main or to a public sewer. Boss House, it was said, was a warehouse with ancillary offices which received water and sewerage services for domestic purposes. The entire building was a single demise. The disputed charges were being levied on premises that were previously connected and therefore exempt from the statutory charging provision. Therefore the charges which the claimants sought to recover were invalid. The defence went on to make subsidiary lesser submissions, including contesting the level of infrastructure charges claimed.

[4] The claim was heard by the judge on an agreed statement of facts, supported by the unchallenged witness statement of Robert Movell. The facts, so far as it is necessary to relate them, are as follows. The claim relates to land owned by the defendants and known as 227 to 229 Tooley Street and Boss House, Lafone Street, Southwark, London, SE1. In 1996 or 1997 the defendants converted two office blocks, one at each of these addresses, into 109 flats. The Tooley Street block originally comprised ground floor and first, second, third and fourth floors. The Boss House block was similar but with a basement floor. The defendants added one floor to the Tooley street block and two floors to Boss House. The original buildings were connected to

the water mains. Each received a supply of water for domestic purposes. The Boss House building fronting on to Queen Street was connected by a 4-inch diameter service pipe. The building fronting Tooley Street was connected by a 6-inch diameter supply pipe. Each of the original buildings were connected to the public sewers.

[5] On 15 September 1995 the defendants' agent wrote to the claimants making an application for the supply of service connections for each of these buildings. The application form for Tooley Street stated that the number of service pipe connections required was 59. The application form for Boss House stated that the number of service pipe connections required was 50. That in total made the 109 flats with which the appeal is concerned. The claimants, having received the application forms, provided a quotation. The quotation had three sums of money, making up a total of £52,898.88. The first two of those sums were each amounts of £23,432 for what was referred to as infrastructure charge for sewerage and water respectively. The third amount was under the heading "design estimate" and the amount quoted was £6,034.88. Although design estimate was not particularly well explained in the quotation, it was understood to be a charge for making service pipe connections for the water supply. What in fact happened was that the claimants put in two 125-millimetre new water service pipe connections, one at each of the two premises. Those, needless to say, were mains supplies to the buildings as a whole and not in that form supplies to the individual flats. Mr Watson tells us that there was no physical change to the main connection with the public sewer, but that what in practice happened was that each of the new 109 flats was connected internally to the existing main sewer into the public sewage system. The amount of the quotation for infrastructure charges was subsequently reduced by negotiation and became the £42,790.32 which was claimed in these proceedings.

[6] Robert Movell explained in his witness statement the industry understanding of infrastructure charges and their purpose. He explained how in principle they are calculated and explained how they were calculated in the present case. In para 34 of his witness statement he said:

> "The principle of infrastructure charges is to obtain a contribution from builders and developers to the capital investment that is required by water and sewerage undertakers to develop the public water and sewerage systems to meet the demands placed on those systems from new development."

[7] Section 146 of the 1991 Act has to be seen and understood in its context. The Water Industry Act 1991 has in s 1 provision for the appointment of an officer known as the Director General of Water Services who has functions to perform under the Act. Sections 2, 3, 4 and 5 are general sections making provision for general duties in respect of the water industry, for general environmental and recreational duties, for environmental duties with respect to sites of special interest, and for codes of practice with respect to environmental and recreational duties. Part 2 of the Act, which begins with s 6, concerns the appointment of relevant undertakers. Section 6(1) provides that a company may be appointed by the Secretary of State or with his authorisation by the Director to be the water undertaker or sewerage undertaker for any area of England and Wales. It was under that provision that the claimants in these proceedings were appointed. Section 6(2) provides that:

> "Without prejudice to the obligation of a company holding an appointment under this Chapter to comply with the conditions of its appointment, the appointment of a company to be the water undertaker or sewerage undertaker for any area shall have the effect, while the appointment remains in force - of"

[8] requiring that company to undertake certain specified obligations in relation to water and sewerage, which I need not set out in detail. It will be seen that there is reference there to the obligation of an appointed company to comply with conditions of its appointment. It will be necessary to return later to those conditions.

Part III is concerned with water supply. Chapter 2 is concerned with supply duties, and relevantly to this appeal s 45 contains a duty to makes connection with a water main. Subsection (1) provides as follows:

> "Subject to the following provisions of this section and to ss 46 and 47 below, it shall be the duty of a water undertaker (in accordance with s 51 below) to make a connection under this section where the owner or occupier of any premises which -
>
> (a)consists in the whole or any part of a building; or

(b) are premises on which any person is proposing to erect any building or part of a building,

serves a notice on the undertaker requiring it, for the purpose of providing a supply of water for domestic purposes to that building or part of a building, to connect a service pipe to those premises with one of the undertaker's water mains."

[9] Subsection (2):

"Where a notice has been served for the purposes of this section, the duty imposed by subsection (1) above shall be a duty, at the expense of the person serving the notice, to make the connection required by the notice if"

[10] There are certain conditions set out. Subsection (6) provides:

"Where a water undertaker carries out any works which it is its duty under this section to carry out at another person's expense, the undertaker shall be entitled to recover from that person an amount equal to the expenses reasonably incurred by the undertaker in carrying out the works."

[11] So in that section one finds a duty in appropriate circumstances upon the water undertaker to make a water connection and the power to charge for doing so. Similar, if rather more complicated provisions, appear later in the statute in relation to sewerage undertakers, in particular in ss 98, 106 and 107. It is not necessary to refer to the detail of those sections for the purpose of this judgment.

[12] We then come to Pt V of the 1991 Act. Chapter 1 is concerned with charges. Section 142(1), under the side heading "powers of undertakers to charge", provides as follows:

"(1) Subject to the following provisions of this Chapter, the powers of every relevant undertaker shall include power -

(a) to fix charges for any services provided in the course of carrying out its functions and, in the case of a sewerage undertaker, charges to be paid in connection with the carrying out of its trade effluent functions, and

(b) to demand and recover charges fixed under this section from any persons to whom the undertaker provides services or in relation to whom it carries out trade effluent functions."

[13] Subsection (4) provides:

"Except in so far as this Chapter otherwise provides, a relevant undertaker may fix charges under this section by reference to such matters, and may adopt such methods and principles for the calculation and imposition of the charges, as appear to the undertaker to be appropriate."

[14] Pausing there for one moment, that is evidently a subsection which gives the undertakers a fairly wide discretion as to the fixing and calculation of their charges. It is a subsection which, as will appear, is qualified by at least one subsequent section of the Chapter. It is also qualified in practice by the Office of Water Services and the Director General insisting on compliance with conditions of appointment which the undertakers have been subjected to by virtue of s 6 of the Act to which I have referred.

[15] Section 143 makes provision for charges schemes. Section 143A provides for regulations as to the provisions to be included in charges schemes. Section 144 provides for liability of occupiers for charges. Section 144A provides for the right of the consumer to elect charging by reference to volume. Section 144B places restrictions on the undertakers' powers to require fixing of charges by reference to volume. Section 145 was repealed in 1999 and is not relevant to this appeal. Then we come to s 146. Subsection (1) provides:

"subject to subsection (2) below, nothing in this Chapter or in any other enactment shall entitle any relevant undertaker to fix, demand or recover an initial charge for its becoming, or for its taking steps for the purpose of becoming -

(a) the person who provides a supply of water for domestic purposes to any premises; or

(b) the person who provides sewerage services for the purposes of the drainage for domestic sewerage purposes of any premises."

[16] Subsection (2) the critical subsection for the purpose of this appeal:

"Subject to subsection (3) below, nothing in subsection (1) above or in any other enactment shall be construed as prohibiting the fixing, demand or recovery by a relevant undertaker of -

(a) a charge for the connection to a water supply of premises which have never at any previous time (whether before or after the coming into force of the restriction contained in this section) been connected to a supply of water provided for domestic purposes by a water undertaker or by any other authority or body which at that time provided supplies of water in the course of carrying out functions under any enactment; or

(b) a charge for the connection to a public sewer of premises which have never at any previous time (whether before or after the coming into force of the restriction contained in this section) been connected to a sewer used for the drainage for domestic sewerage purposes of those premises by a sewerage undertaker or by any other authority or body which at that time provided sewerage services in the course of carrying out functions under any enactment."

[17] Speaking in generally therefore, undertakers may make charges which include (a) charges for the cost of making physical connections (s 45(6) is an example of this); (b) periodic charges for supply; (those are obvious charges with which we are all familiar), and (c) charges under s 146(2) whose ambit is the subject of these proceedings.

[18] The judge in the present case considered a number of authorities. These included *Thames Water Utilities Limited v Shepherd Bush Housing Association*, an unreported decision of His Honour Judge Holden, to which I shall refer briefly later in this judgment; and a decision of Mr John Goldring QC sitting as a deputy judge of the High Court on 3 June 1999 in *Thames Water Utilities Ltd v Magdalen College* Oxford. I shall refer to that case later in this judgment. The judge reckoned that the Magdalen College case was distinguishable from the present case but he considered that details of the statutory framework, regulatory background and infrastructure charges set out in Mr Goldring's judgment were correct.

[19] Having set out the facts of the present case and referred to the principal statutory provisions, the judge made his finding in these terms:

"I find that the buildings which contained offices were connected to water and sewage and that the existing building containing flats is connected to water and sewer. Both these buildings are within the meaning of the word 'premises' in s 146(2). Again I accept and adopt the reasons set out at page 16, para 1, in the Magdalen College case. Where that case is to be distinguished on its facts to the present case, is that in my judgment the present buildings cannot be regarded as new buildings, these buildings have in my judgment previously been connected to a water supply and a sewer."

[20] The judge went on to find, although the relevance of this finding is not entirely clear to his judgment, that the claimants did not make the connections to the individual 109 flats. I do not think that it has been suggested that they did. In essence, the judge decided that these were not premises which came within the exception to the exception in s 146(2) of the 1991 Act because they had been previously connected to water and sewerage services. In doing so, he was plainly regarding the premises as the two buildings as a whole, the existing office buildings, and was not, as had been submitted to him on behalf of the claimant, regarding the premises as each of the individual 109 new flats.

[21] The main ground of appeal in substance is that the judge misinterpreted the word 'premises' in s 146(2)

and misapplied that section to the facts of this case. He should have regarded each of the 109 flats as premises within the subsection, those premises never previously having been connected to a supply of water or to a sewer used for domestic drainage purposes.

[22] The Respondents originally opposed the appeal. They supported the judge's judgment with a written skeleton argument prepared by counsel and a Respondent's notice seeking to uphold the decision on the additional ground that the charges made were not within what was authorised in the statute anyway. This morning the court was told that the parties had in part reached a compromise. The effect of the compromise is that they have compromised the financial consequences of this judgment, both as to payment and as to costs, whatever the outcome of the appeal. In these circumstances, the Respondents have not been represented before the court today. The appeal in that sense is unopposed but the claimants seek a reasoned decision reversing, as they submit, the decision of the judge on the ground that it is an important point for the claimant and for the industry as a whole.

[23] The decision of Mr Goldring, as he was, in the Magdalen College case concerned again a claim by Thames Water Authorities in relation to buildings constructed within the grounds of Magdalen College, Oxford on land which had previously been used for squash courts and a building called the Back Lodge. Each of those buildings had been connected for domestic purposes to the claimants' water supply and public sewer. *The college demolished the squash courts and the Lodge and replaced them with two halls of residence. It* applied for water and sewage connections but contested the claimants' claim for infrastructure charges or, more accurately, for a charge under s 146(2) of the 1991 Act. Mr Goldring set out the statutory provisions in rather greater detail than I have. He then on p 8 of his transcribed judgment said this, under the heading 'Infrastructure charge':

> "The phrase does not appear in the Act. It does appear in a number of documents which have been drawn to my attention. *Although helpful in understanding the general position, none of the documents has statutory force. If the 1991* Act does not provide for infrastructure charges, none of the documents I am about to refer to can provide a basis to claim them."

[24] He went on to refer to the claimants' deed of appointment under what was then the Water Act 1989. He made reference to conditions of appointment, including condition C, which has been referred to again in the context of the present appeal. Mr Goldring had a section in his judgment about the debate in the House of Lords and made references to *Pepper v Hart* [1993] AC 593, [1993] 1 All ER 42. He did not think it necessary to take the Hansard references into account. Under the heading "The First Issue. Is Thames Water entitled to infrastructure charges?", he said this:

> "Sections 45 and 46 entitle Thames Water to claim expenses incurred in making connections. In addition, Parliament *gave the water and sewerage undertaking the power, within specified circumstances, to make charges. It gave the* undertaker a broad discretion in setting them.
>
> 2. Section 142(1) gives the undertaker the power to fix, demand and recover charges. Section 142(2)(A) provides that the power shall be exercised, among other things, in accordance with a charges scheme under s 143. Section 143(4) permits the undertaker to take into account the circumstances of a particular case. Section 142(4) provides the undertaker with a very wide discretion in setting those charges. Section 146 limits the circumstances in which the charges can be made. They cannot be made for taking steps to become or becoming an undertaker (s 146(1)). They can be made for connection of premises which have *never* previously been connected (s 146(2)).
>
> 3. The limits set upon the undertaker in fixing the charges are specified in the provisions. Provided the undertaker acts within those limits, it can set charges and decide the factors it wishes to take into account. Although infrastructure issues are not specifically mentioned as a factor, I can see no reason at all why they should not be. The provisions do not prevent it. There is nothing surprising in a water undertaking wishing, in setting its charges, to take into account such matters as capital investment and its general capacity to provide connections.
>
> 4. Parliament intended that the consumer should be protected by the regulatory framework set out in the Act. This is to provide the balance between the undertaker's need to impose charges to enable it adequately to finance its statutory functions and the protection of the consumer. This case has demonstrated an example of the Director General acting to protect the consumer. He required undertakings to lower their charges.
>
> 5. It comes to this. Parliament conferred and must have intended to confer a wide discretion on the water undertaker in setting its charges. It intended to protect the consumer by regulation. The undertaker can take such issues as the infrastructure into account when setting those charges. Thames Water did that here. It has followed the charges scheme approved by the Director. If the charges claimed are in accordance with s 146(2) of the 1991 Act, they are recoverable."

[25] He went on to deal with the second issue which was whether the infrastructure charges sought in that case were recoverable. He set out briefly the opposing cases of the parties. The Thames Water's case was that the construction of the word 'premises' is perfectly simple. It is a matter of common sense. It is to be construed having regard to the context in which it is found. Here, it was submitted that the new buildings were plainly premises which have never been connected to a water supply or sewer. They could not have been. They were not built. The College's case included that "premises" within the 1991 Act meant more than buildings. It meant the premises shown and described in the rating list; that is to say, the university college and premises. There was no subdivision of that. The word 'premises' is capable of meaning a building or part of a building when the Act specifically so provides. Otherwise it should be given its natural meaning. On the basis of that definition these premises, it was submitted, had previously been connected.

[26] Mr Goldring considered those submissions in some detail and in conclusion he rejected the case on behalf of the College. He said this at p 16:

> "The meaning of 'premises' in s 146(2) is on its face and in its context quite straightforward. It is being used, not in a technical sense, but a natural and ordinary way. It relates to buildings in the way Miss Baxendale submits
>
> 2. The halls of residence are new buildings. By definition, they are premises which have never previously been connected to a water supply or a sewer.
>
> 3. What Parliament intended is clear. It was to permit the undertaker to charge in respect of buildings never previously connected."

[27] It was the first two sentences at least of that brief conclusion to which Judge Catlin referred in the present case in support of his conclusion that in the present case the buildings were premises which had previously been connected to the water and the sewerage services.

[28] The decision to which the judge in the present case also referred of United Utilities Water *PLC v Albany Homes Limited* was a decision in the West London County Court by His Honour Judge Cowell given on 9 November 2001. Its facts bear some similarities to those in the present case. The judge introduced his judgment in these terms:

> "United Utilities Water plc, a water and sewerage undertaker for the North West, claims in this action an 'infrastructure charge' of £23,072.16 from the defendant, Albany Homes Ltd, which in about 1998 purchased property in Cobourg Street, Manchester, known as Stonebridge House. It was an old textile mill or warehouse, but, whichever it was, the water supplied to it was not used in any manufacturing process, but was used for domestic purposes within the meaning of the legislation I shall mention."

[29] The judge went on to recount that the building was gutted inside and some of the peripheral walls remained. The building as it now was after the development was a block of 42 flats which contained 30% more floor space than the original building. The defendant had made an application for water supply, asking for a new supply for 42 flats with a preferred size of connection of 110 millimetres. During the works pipe works, soil pipes and gutters were removed from the original building and then a water pipe was put through the wall into the pavement. The claimants, the water undertaking, made the connection and installed a meter inside the building to serve the whole building and approved all of that by its inspector. Nothing was done outside the building to connect into the sewerage system. The new system installed inside the building was connected to the old system at some point inside. On those facts a former textile mill or warehouse, having water and sewerage services for domestic purposes, was converted into 42 flats and a new water supply main was installed to connect to the building. The judge referred to the Magdalen College case. He found Mr Goldring's judgment very helpful. He said that he was bound to follow it. But if he was not bound to do so, he had no reason to disagree with it. He observed that s 146(2) does not refer to a building but to premises never at any previous time connected. He said that the use of the word 'premises' in ss 41 and 45 showed that 'premises' may in the context of the Act consist of a part of a building. He then said in the latter part of para 10 of his judgment:

> "Therefore even if the word might in some contexts have a wider meaning I do not think the word in s 146(2) should have

> a different meaning from that in ss 41 and 45. It seems to me therefore that each one of the flats, being a part of a building, is something, properly to be described as 'premises', never at any previous time connected. Each flat, the *premises, was simply not there in* 1998 and before. The purpose of the development was to create 42 of them so that each could be separately sold or let as individual premises, and not to sell or let identifiable parts of the old mill building as it used to stand with its floor and rooms before it was gutted. I am therefore satisfied that the claimant has established that the 42 flats are each premises never at any previous time connected "

[30] He then said of the Magdalen College case that it seemed to him that it was sufficient for the purpose of deciding that case for the judge to have stated that Parliament intended to permit the undertaker to charge in respect of buildings never previously connected.

[31] Judge Cowell was referred to Judge Catlin's decision in the present case. He referred to written submissions before him made by the defendants that premises must be equated with buildings. He did not accept that submission. He said:

> "Premises in the sections of the Act I have referred to cannot exist without a building, but are not in my judgment to be equated with buildings."

[32] He went on in para 14 of his judgment:

> "It seems to me therefore that the existence of the same building is not conclusive of the question whether the premises *are new so as never previously to have been connected. For example, if the building is not demolished and the existing* floors are simply let out separately as self contained units it would probably not be correct to regard any one floor as *premises never* at any previous time connected. The more each floor was altered in layout or design or in its capacity to use the water and sewerage systems the more readily could it be said that new premises had been created which had *never at any previous time been connected.*"

[33] The one other previous decision to which I shall refer is a decision of Judge Holden sitting in the Brentford County Court on 5 November 1996 in Thames Water Utilities *Limited v Shepherd Bush Housing Association.* It is not necessary to recount the facts of that case. Suffice it to refer to a single paragraph in the judge's judgment at the foot of p 4 of the faxed copy that we have. He said this:

> "Section 146(2)(b) inter alia allows under s 2 an undertaking to make a connection charge ie a charge 'for' the connection to a public sewer of premises which have never at any previous time been connected to a sewer for the drainage of domestic sewerage purposes. A connection charge arises notwithstanding the fact that connection might be made by the developers and not the defendants. It is the acceptance of that sewerage into the undertaking system which is material. In my judgment a connection of the services is in itself the provision of services. I do not see that it matters if such a service is described as being an 'infrastructure charge'. Such an expression is not used in the primary legislation."

[34] I say straightaway that in my judgment Mr Goldring's analysis of the structure of the Act, so far as relevant for present purposes, was correct. I agree with the analysis undertaken by Judge Cowell and with his application of it to the facts of his case. I agree with the paragraph from Judge Holden's judgment that I have just read.

[35] Mr Watson on behalf of the claimants submits that Judge Catlin in the present case misinterpreted s 146 (2). He submits that he appears to have read the passage in Mr Goldring's judgment out of context as defining the word 'premises' as synonymous with and limited to buildings. He submits that the statute uses the word 'premises' in a flexible way in various places, thus illustrating that its meaning has to be derived from its particular context. The meaning may not be inflexibly the same every time that it is used. He submits that Judge Cowell was correct and that the judge in the present case was not.

[36] I take into account the written submissions lodged on behalf of the Respondents to this appeal in support of the judge's judgment but it is not necessary, I think, to refer to them in detail. In my judgment, the interpretation of s 146(2) has to be considered not only by reference to the word 'premises' but also by reference to the use there of the word 'connection'. 'Premises' is an ordinary word whose precise meaning is to be derived from its context. It is to be noted that neither 'premises' nor 'connection' or 'connected' are defined in the definition section of this Act, s 219. 'Premises', it seem to me, will usually include buildings but may not be limited to buildings and might in some circumstances refer to a place with few or no buildings on it.

Premises may in its context also consist of a part of a larger building. A garden centre or a builder's merchant may have premises which include one or more buildings but the premises may extend to the larger site used for the keeping of plants or bricks and sand. A garden centre might conceivably have premises with no buildings on it at all. The premises of a farming business might consist of a group of farm buildings but it would be a somewhat strange context perhaps, though not impossible, which included one hundred acres of fields as part of the farm premises. The premises of a large corporation might in context consist of the entirety of a large office block. The premises of a small firm or company might consist of one or two rooms on an upper floor of a much larger building. In the general context of the supply of water and sewerage services premises are likely to include buildings or parts of buildings to which the water is supplied and from which the sewage is taken away. There are a number of references to premises in various other sections of this statute Those include, but are not perhaps limited to, ss 41, 45, 52 and 64. These show that in this statute the expression 'premises' is used in various contexts with various contextual shades of meaning.

[37] In my judgment, as I have said, the relevant meaning of s 146(2)(a) and (b) is to be derived not only from the use of the word 'premises' but from its use in the context of the word 'connection'. The full relevant expression is "a charge for the connection to a water supply of premises which have never at any previous time been connected to a supply of water provided for domestic purposes by a water undertaker." I think that the heading of s 146 may be misleading. At first blush, it appears to refer to the making of a physical connection so that the charge would be a charge for doing so. But the undertaker does not have to go to s 146(2)to be able to charge the costs of the physical connection. Section 45(6) provides the power to make such charge for water and ss 106 and 107 do so also for sewerage. Section 146(2) is concerned, I think, with the connection to the water and sewerage systems of premises which have not previously been so connected and must include new premises which are likely to place an additional burden on the system as a whole. If the premises are in this sense new premises, there is I think no need to establish positively that there will be a volumetric additional burden. It may be taken that in the round there will be. The section applies to a new housing development on what was formerly an unoccupied site. It would probably not apply to a modest alteration to an existing house which did not constitute the building of new premises. Where existing buildings are converted, it will be a question of fact and degree whether the result is or includes the construction and connection of premises which have never previously been connected, or whether the conversion retains the identity of premises which existed and were connected before the conversion took place. Judge Cowell gave an example of such in his decision to which I have referred.

[38] On the facts of the present case the 109 flats were new premises which had never previously been connected and the claimants were entitled to make a charge for each of them under s 146(2). Although the expression 'infrastructure charge' does not appear in the statute, I am satisfied that the charge to which s 146 (2) refers is in the nature of a contribution to the capital and maintenance cost of providing services, subject to the additional demand which the connection of premises not previously connected must in general generate. I reach this conclusion without reference to Hansard or to condition C of the claimants' conditions of appointment. Mr Watson did not persuade me that condition C was properly available as an aid to construing s 146(2) but it is not necessary for me to decide.

[39] For these reasons I would allow the appeal and invite Mr Watson to address us as to the form of any order that should be made.

BODEY J

[40] I agree with the judgment just delivered. There is nothing which I can usefully add.

Appeal allowed.