

**Leasehold Valuation Tribunal**

**LON/00BK/LSC/2006/0358**

**London Rent Assessment Panel**

**Landlord and Tenant Act 1985 section 27A**

**Address:** Flats 1-6 Frances Court, 64 Maida Vale, London W9 1PN

**Applicant:** Frances Court Limited (freeholder)

**Represented by:** Mr J Malka MRICS, Frances Court Management (managing agent)  
& Mr A Dorsett BSc MRICS (building surveyor)

**Respondents:** Mr E Semmakie (leaseholder, flat 2);

Mr G Shaw (leaseholder, flat 3)

Ms B Leitch (leaseholder, flat 5)

**Tribunal members:**

Mr T J Powell LLB (Hons)

Mr J Power MSc FRICS FCI Arb

Mrs L Walter MA (Hons)

**Application dated:** 6th October 2006

**Oral pre-trial review:** 30th October 2006

**Hearing:** 19th January 2007

**Decision:** 31st January 2007

### **Decisions of the Tribunal**

- (1) The costs approved by the Tribunal are contained in an amended copy of the applicant's Schedule of Repairs and Redecorations appended to this Decision;
- (2) The Tribunal agrees that it would be reasonable to renew the soft wood casement windows and external doors with double glazed units and that the provisional sum of £23,530 for the cost of this work should be inserted into the Schedule.
- (3) As with the other costs approved in this Decision, the Tribunal determines that such sum would be reasonable for this work if carried out to a reasonable standard though, as with all the provisional sums, the actual costs will be determined by the extent of the work undertaken;
- (4) The Tribunal accepts that £2,000 and £1,000 respectively are reasonable provisional amounts for the proposed TV aerial & services and the new cabinets to the gas meters & electrical services, respectively;
- (5) The Tribunal accepts that a provisional sum of £2,000 for the repair of boundary walls is reasonable;
- (6) The Tribunal accepts that a provisional sum of £13,500 for the cost of render repair work is reasonable;
- (7) The Tribunal determines that the responsibility for the repair of the rear retaining wall and for the side retaining wall at the rear falls to the leaseholder of the basement flat and that any costs associated with such works will not be payable through the service charge;
- (8) The Tribunal determines that in relation to the front retaining wall, only the cost of the following works would be payable as a service charge, namely:  
(a) the cost of taking down and rebuilding the front retaining wall and stairs in their current position; and (b) the cost of paving the current area of the existing front light well;
- (9) The Tribunal does not consider that the proposed cost of railings (£5,000) should be charged to the leaseholders;
- (10) In summary, the Tribunal's decision is to allow £20,000 in total to be charged to the service charge on the proviso that the following works are carried out (to a reasonable standard):
  - (a) reconstruction of the front retaining wall and steps;
  - (b) any associated drainage required thereto;
  - (c) reconstruction of all existing paths;
  - (d) installation of railings to the front (if necessary); and
  - (e) employment of a structural engineer.
- (11) The Tribunal accepts that a provisional sum of £18,000 for the damp-proofing works to the basement flat and £6,250 in respect of associated building works is reasonable;

- (12) The Tribunal considers that any site set-up costs (£5,000 plus VAT) should be absorbed by the applicant and therefore no provision is allowed by the Tribunal;
- (13) The Tribunal allows surveyors' fees to be charged at 10% on the non-VAT amounts of the chargeable major works;
- (14) The Tribunal determines that the applicant Frances Court Ltd is entitled to charge the leaseholders the reasonable costs of its managing agent, Mr Malka t/a Frances Court Management under the provisions of the leases. The Tribunal also determines that management fees of 8% of the chargeable, non-VAT project costs are reasonable;
- (15) The Tribunal makes no order under section 20C of the Landlord and Tenant Act 1985 or in relation to fees incurred by the applicant.

### **Application**

1. This was an application by the freeholder, Frances Court Ltd under Section 27A of the Landlord and Tenant Act 1985 ("the Act"), for a determination of liability to pay service charges in respect of proposed major works to the building comprising Flats 1-6 Frances Court, 64 Maida Vale, London W9.

### **Attendance**

2. Mr Malka attended in his capacity as sole director of the freeholder company, as managing agent of Frances Court and as leaseholder of 3 of the flats in the building. He was accompanied by Mr Andrew Dorsett MRICS of Hilbery Chaplin Surveyors in Romford. Of the remaining 3 leaseholders, Mr E Semmakie (Flat 2) and Mr G Shaw (Flat 3) attended the hearing. The leaseholder of Flat 5, Ms B Leitch was unable to attend, but Mr Semmakie confirmed to the Tribunal that he and Mr Shaw had authority to speak on her behalf.

### **The Property**

3. Frances Court is a 4-storey building, built approximately 70-100 years ago. It was apparently damaged in the Second World War and partially rebuilt. The property has been subdivided into 6 flats. The lower floor is a semi-basement with a light well (variously described in the papers and at the hearing as a walkway or patio) to the front and rear. The elevations are rendered masonry under a pitched and slated roof to a mansard design.
4. Upon inspection by the Tribunal, the outside of the building was found to be in poor condition. The rendering was cracked in places and there was peeling paint on the woodwork. The retaining wall of the front basement light well was cracked and bowed and the steps leading down into the front light well were broken. Most of the paths in the gardens were cracked or broken. An internal inspection of the basement flat showed extensive signs of damp and

blown plaster, rotten skirting boards and rotten parquet flooring. The building was clearly in need of major works to improve its condition.

### **The Lease**

5. The Tribunal had the benefit of copies of the leases to Flats 2 and 3, without site plans, the coloured site plan from the lease to Flat 4, but no lease or plan in respect of the basement flat. The leases seen were in identical terms and provide that the leaseholder in each case shall pay a service charge for the costs and expenses incurred by the landlord for the purpose of complying or in connection with the fulfilment of the landlord's obligations under clause 5 of the lease.
6. By clause 5 the landlord covenants, amongst other things, to maintain and keep in good and substantial repair and condition the main structure of the building including the foundations and the roofs thereof with its gutters and rainwater pipes, the main entrance passages and the common gardens and dustbin area. In addition, the landlord covenants to decorate the exterior of the building in the manner in which it is decorated at the time of the demise.
7. The leaseholders are also to contribute to the reasonable or proper fees and expenses of the lessor's managing agents (if any), solicitors, accountants and surveyors employed or instructed in connection with any maintenance or management of the building pursuant to the provisions of the lease.
8. The leaseholders contribute to the service charges in varying proportions. At the hearing Mr Malka was only able to confirm that Flat 2 is to pay 18%, Flat 3, 15.5%; Flat 4, 18% and Flat 5, 17.5% of the service charges; the percentages for Flats 1 and 6 were unknown but the Tribunal was assured they added up to 100%.

### **Background to the Application**

9. Mr Malka is a surveyor who lives at Flat 4, Frances Court. He is the sole director of the freehold company, Frances Court Ltd, and he carries out the management duties in accordance with the terms of the 6 leases through a separate vehicle, Frances Court Management (effectively his trading name).
10. Mr Malka has been the driving force behind the proposed major works to the building. He arranged for an initial specification of works to be drawn up by Andrew Dorsett, chartered building surveyor, and he has followed the statutory consultation procedures with the leaseholders. It was clear at the hearing that there is a great deal of agreement both as to the need and as to the extent of the proposed works between the leaseholders and Mr Malka representing the freeholder. It is the common intention of the parties to progress the proposed works as swiftly and as cost effectively as possible.

11. By the time the hearing took place, many of the proposed items of work were already agreed and, having looked at the figures, the Tribunal is generally happy that they are appropriate and correct. Where items of work or other matters were not agreed, the parties sought the assistance of the Tribunal to broker agreement and, where this was not possible, to make determinations which would allow the works to commence.
12. The Tribunal wishes to state at the outset how grateful it was for the co-operative approach adopted by the parties and for the reasonable and measured discussion of the outstanding issues at the hearing.
13. In the determinations which follow, all prices are exclusive of VAT. The apportionments between the leaseholders will be according to the various leases, with the caveat that the Tribunal has not seen them all and that it relies on the proportions notified by Mr Malka and set out above.
14. The Tribunal also makes these decisions on the basis that it has not seen the lease to the basement flat, but has been advised by Mr Malka that the front light well falls within the common parts and the rear basement light well falls within the demise of the basement flat.

### **The Hearing**

15. Mr Malka submitted a lever arch file of documents which were clearly set out and properly page numbered. The Tribunal looked at many of the documents, but in particular the Schedule of Repairs and Redecorations at pages 305–311. Following the hearing, the freeholders' building surveyor, Mr Dorsett, undertook to amend that Schedule of Repair (incorporating those proposed figures which the parties had agreed at the hearing and, where there was no agreement, the freeholder's proposed figures) and fax a copy to the Tribunal Office, so that it could form the basis of this Decision, and the parties would have one single document to refer to in the future.
16. A copy of that Schedule of Repairs and Redecorations is appended to this Decision. It contains the final figures approved by the Tribunal, namely the costs for which, if they were incurred for the services, repairs, maintenance, improvements or management proposed in the Schedule as amended by the specific determinations below in respect of those matters not agreed at the hearing a service charge would be payable under section 27A of the Act and which, if they were carried out to a reasonable standard, the Tribunal determines would be reasonably incurred under section 19 of the Act.
17. The matters dealt with below are those areas which have been in dispute at the commencement of the hearing.

### **Windows and Doors**

18. The windows did not form part of the demise to the leases seen by the Tribunal. Mr Malka stated that the freeholder had made an assumption that it was its responsibility to repair and maintain the window frames and the leaseholders stated that they are happy with this approach.
19. The original proposal by the freeholder was to replace all of the windows to the building, but this was amended to exclude the side windows (the repair/replacement of which would be down to the individual leaseholders) and only to replace the front and rear windows and doors to Frances Court. Mr Semmakie and Mr Shaw agreed to this amended proposal on behalf of the leaseholders. The Tribunal, having carried out an inspection, agrees to the applicant landlord's proposal that it would be reasonable to renew as oppose to repair the soft wood casement windows and external doors with double glazed units.
20. Because (by the agreement of the parties) the side windows were to be omitted from the original specification, at the hearing Mr Malka for the applicant was unable to provide the Tribunal with a firm price from its chosen builder for the replacement of the windows, front and back. However, Mr Dorsett subsequently amended the Schedule and inserted a new provisional sum of £23,530.
21. Accordingly, the Tribunal agrees with the applicant that the provisional sum of £23,530 for the cost of this work should be inserted into the Schedule and determines that such sum would be reasonable for this work if carried out to a reasonable standard. When the work has been undertaken and valued by the applicant's surveyor, then the provisional sum will be adjusted in line with the actual cost of the works, which will then be charged to the leaseholders through the service charge account in line with the apportionments in their leases.

### **TV Aerial and Services**

22. After discussion with the Tribunal, the leaseholders agreed to the insertion of a provisional sum of £2,000, which the Tribunal accepts is a reasonable amount.

### **New Cabinets to the Gas Meters and Electrical Services**

23. After discussion with the Tribunal, the leaseholders agreed to the insertion of a provisional sum of £1,000, which again the Tribunal accepts is a reasonable amount.

### **Repairs to Brickwork – Boundary Walls**

24. The original specification allowed the taking down and rebuilding of boundary walls. After discussion with the Tribunal, all parties agreed that the boundary walls would be repaired and not taken down and rebuilt. Therefore the

original figure inserted by the applicant was reduced to a provisional sum of £2,000, which the Tribunal accepted was reasonable.

### **Render Repairs**

25. The original quote by Palmer Morris Interiors Ltd appears to have been for "45m<sup>2</sup>" of render repairs. However, Mr Dorsett on behalf of the applicant clarified that this was an error and it should have been "£45 per m<sup>2</sup>". The applicant's original Schedule contained a provisional figure of £3,000 for this work, but at the hearing the parties agreed that the rendering repairs were likely to be far more extensive than had been previously envisaged. The parties agreed that allowance should be made for some 300m<sup>2</sup> of render repair work and they agreed that the surveyor should increase the provisional sum from £3,000 to £13,500 for that work (i.e. 300m<sup>2</sup> at the rate of £45 per m<sup>2</sup>).
26. The Tribunal is happy to accept this provisional figure as being reasonable though, as with all the provisional sums, the actual costs will be determined by the extent of the work undertaken.

### **External Works (Front and Rear Basement Light Wells)**

27. The landlord applicant's original proposal was to take out the retaining walls of the front and rear light wells, excavate the soil embankments behind them, extend the light wells and rebuild the retaining walls approximately 4 metres from the front of the building, and a similar distance from the back of the building. The landlord's Schedule listed these extension works and the contractor's quote for them was £41,065 according to Mr Malka (though this figure may have been £1,000 too low). In addition, there was provision for £3,000 surveyor's fees to supervise the work, a quote for some £5,000 for the cost of railings which the landlord intended to place at the top of the new retaining walls for safety reasons, £500 for new signage and £400 for making good.
28. By reference to a different cost report, the applicant freeholder sought to show that the cost of building the retaining walls in the extended position would be just under twice the cost of rebuilding them in their existing positions. Mr Malka's proposal was that the freeholder should pay half of the cost of putting in new retaining walls in new positions, and the other half of the cost should be charged to the leaseholders through the service charge.
29. Although the Tribunal did not have the benefit of the lease to the basement flat, Mr Malka conceded that the front basement light well was not demised to the basement flat, but the rear basement light well, including the embankment to the level of the rear garden, was. However, he argued that the rear retaining wall was structural in nature because it was effectively holding up the rear garden, and it should therefore be treated as the landlord's responsibility for repair (so that the cost could be passed through the service charge account to the leaseholders).

30. Mr Malka also raised the issue of the side retaining wall which extended from the left hand side of the building, supporting the garden-level footpath and defining the left hand boundary of the rear basement light well area. Mr Malka argued that this was a structural wall which again fell within the landlord's responsibility for maintenance and repair.
31. The leaseholders did not agree with the landlord's proposals, their position being set out in a statement which had been provided to the Tribunal shortly before the hearing. In essence, the leaseholders disputed that the front and rear light wells outside basement flat were communal areas. They felt that the removal, replacement and extension of the light wells would amount to an improvement and upgrade to the benefit of basement Flat 1 and should therefore be excluded from major works.
32. Having said this, the leaseholders accepted that the front and rear retaining walls required repair, but not replacing and rebuilding. Mr Semmakie said that he was willing for the leaseholders to pay 20% of cost of works to these areas, if it was determined and on the assumption that both front and rear were communal areas. If however it were to be determined that the rear light well was part of the demise to basement Flat 1, he would only agree to the leaseholders paying 20% of the cost of extending the front light well. While Mr Semmakie thought that Ms Leitch would agree with this, for his part Mr Shaw believed that the leaseholders should not have to contribute to any of these works because only the basement flat would ever see the benefit from them.
33. The proposed cost of these works represented about one-third of the proposed cost of the external works. Mr Malka said that one of the main reasons for bringing the matter to the Tribunal was because the parties could not agree on these issues. Mr Dorsett, the building surveyor, gave evidence that it was not an option to repair the retaining walls, but they would have to be rebuilt to provide a complete unifying structure that would hold back the gardens on either side of the building.
34. Mr Semmakie initially reserved the right to obtain his own cost report for the proposed works to the retaining walls, but when the Tribunal indicated that it may wish to adjourn for this purpose, he withdrew his reservation and indicated that he would prefer that the Tribunal make a determination on the facts currently before it, so that progress with the external works could be made.
35. There was also a lack of agreement about the landlord's proposals to install railings, concern being raised that they may interfere with views from the ground floor flat.



### **The Tribunal's Decision**

36. As indicated above, the Tribunal has not seen the lease to the basement flat. However, the coloured plan from the lease to Flat 4 appears to include the front basement light well as part of the common parts and appears to exclude the rear basement light well from the common parts, so that presumably it forms part of the demise to the basement flat. On this basis, the Tribunal has made the following determinations.

#### **Rear Light Well**

37. The Tribunal inspected the rear retaining wall and found it to be in a defective condition. However the Tribunal's view was that it could be argued that appropriate works could be undertaken by way of significant repair to the wall, rather than complete renewal.
38. The rear retaining wall appears to be demised to the basement flat or at least situated within the demise. Furthermore, the only access to the rear light well was from the basement flat. Therefore, the Tribunal determined that the responsibility for the repair of the rear retaining wall fell to the leaseholder of the basement flat and that any costs associated with such works would not be payable through the service charge.
39. The Tribunal considered that the side retaining wall is so closely connected to the rear basement light well, that they should be regarded as a single composite item and therefore the Tribunal determines that the maintenance of the side wall is the responsibility of the leaseholder of the basement flat, not the freeholder, and that any costs associated with works to the side wall would not be payable through the service charge..
40. Mr Malka told the Tribunal that he may want to extend the rear light well, by excavating the embankment, by constructing a more substantial retaining wall in a new position and steps up into the garden and by installing railings. This Decision enables Mr Malka as the leaseholder of the basement flat to do so, but without involvement of the other leaseholders as to cost.

#### **Front Retaining Wall**

41. The Tribunal determines that in relation to the front retaining wall, the cost of the following works would be payable as a service charge if carried out to a reasonable standard, namely:
- (a) The cost of taking down and rebuilding the front retaining wall and stairs in its current position; and
  - (b) The cost of paving the current area of the existing front light well. Any additional works extending or embellishing the current area of the front light well are the responsibility of the freeholder, subject presumably to reimbursement by the basement leaseholder who will benefit most.

42. With regard to the proposed cost of railings (£5,000) the Tribunal does not consider that they would be necessary if the only chargeable works would be the rebuilding of the front retaining wall. If the applicant freeholder does more extensive works, such that railings become a necessity for health and safety reasons, then the freeholder should bear those costs.

#### **Cost Summary in relation to Front and Rear Light Wells**

43. It follows from the determinations above that the chargeable fees for the structural engineer's supervision of the chargeable works is likely to be considerably less than the £3,000 proposed in the Schedule. The Tribunal considers that the fees that would be applicable for supervising the rebuilding of the front retaining wall in its current position would be unlikely to exceed £1,000.
44. The total extent of the proposed external works to the front and rear light wells are set out in the attached Appendix, on page 4, letters A – L and on page 5, letters A – J. Of all of those items, the Tribunal's decision is to allow £20,000 in total to be charged to the service charge on the proviso that the following works are carried out to a reasonable standard:
- (a) reconstruction of the front retaining wall and steps;
  - (b) any associated drainage required thereto;
  - (c) reconstruction of all existing paths;
  - (d) installation of railings to the front (if necessary); and
  - (e) employment of a structural engineer.

#### **Damp-Proofing**

45. The applicant freeholder's proposal was to carry out damp-proofing works according to a specification prepared by Ward Damp-Proofing Ltd. Essentially, these were works to install a damp-proof course into the external structural walls of the basement flat, together with damp-proofing a number of internal walls.
46. Mr Semmakie and Mr Shaw, on behalf of the leaseholders, indicated that they were quite happy to contribute to the cost of damp-proofing the structural walls, but not the internal walls to the basement flat. Mr Malka indicated that most of the internal walls would be removed as part of refurbishment of that flat and therefore could be largely excluded from the specification.
47. After discussion with the Tribunal, the leaseholders agreed to the insertion into the Schedule of a provisional sum of £18,000 for the damp-proofing works in the Ward Damp-Proofing Ltd specification and £6,250 in respect of associated building works. The Tribunal considered that these sums were reasonable amounts and, if incurred in relation to the damp-proofing work to a reasonable standard, would be reasonably incurred and payable.

### Site Set-Up Costs

48. Mr Malka's original position was that the basement flat would be available for the contractors as their site office, with the benefit of the toilet, for the duration of the major works. However, he later changed this to say that he may require access to the basement flat himself in order to carry out refurbishment and if that happened, it would no longer be available to the contractors, who would incur additional site set-up costs. The applicant had inserted provision for £5,000 plus VAT for these costs in the Schedule.
49. The Tribunal considers that any such site set-up costs should be absorbed by the applicant freeholder and therefore no provision is allowed by the Tribunal.

### Surveyor's Fees

50. The Tribunal allows surveyors' fees to be charged at 10% on the non-VAT amounts of the chargeable major works.

### Management Fees

51. The applicant freeholder sought to claim 8% of the project costs as management fees to be passed to the leaseholders through the service charge. Mr Malka, who has carried out the management on behalf of the applicant, stated at the hearing that he had agreed to waive the management fees if the leaseholders had agreed to the extent and cost of works he proposed. As they had not done so, it had been necessary to make the present application to the Tribunal and he now wished to include a claim for 8% management fees on the project costs.
52. Mr Malka referred the Tribunal to the case of Skilleter and others -v- Charles [1992] 1 EGLR 73 where the Court of Appeal stated that where the lease in that case permitted the employment of a manager and for that manager to be paid, there was no reason why a landlord should not employ a company and charge therefor, even if the landlord owned that company, provided it was not a complete sham.
53. For their part, the leaseholders objected to paying management fees to the freeholder for the work carried out by Mr Malka/ Frances Court Management. They said that they had also undertaken a lot of work to progress the proposed major works, though Mr Malka countered that this had only really taken place since the application to the Tribunal had become necessary.
54. Mr Shaw added that the parties had come to an almost complete agreement on the proposed works and that, right up until that point, Mr Malka had indicated that he would waive his fees. He considered this to be another vehicle for the freeholder to extract more money from the leaseholders and he was not happy.


### Decision of the Tribunal

55. The Tribunal wishes to express again how refreshing it was to have parties before it who were striving to co-operate and to reach agreement on as many issues as possible. The Tribunal is grateful to both parties for their assistance in this matter.
56. It is clear from the inspection that the building is in real need of the proposed major works in order to improve its condition for all residents. The applicant freeholder has put forward the present proposals and consulted appropriately on them with the leaseholders. It has largely been through the efforts of Mr Malka as managing agent that the proposals reached the stage where estimates have been obtained and a contractor could soon be engaged to commence the works.
57. The leases provide that the leaseholders should pay the reasonable or proper fees and expenses of the lessor's managing agents in connection with any maintenance or management of the building pursuant to the provisions of the lease. The lessor in this case is a limited company, Frances Court Ltd. Mr Malka is the sole director of that company. He also acts as the company's managing agent and, in that capacity, he has carried out considerable amounts of work for the benefit of the building as a whole.
58. The Tribunal does not accept Mr Shaw's contention that this is just another way whereby the freeholder is able to recover expenses to which it is not entitled. Following the Court of Appeal decision in Skilleter and others -v- Charles, the Tribunal determines that the applicant landlord Frances Court Ltd is entitled to charge the leaseholders the reasonable costs of its managing agent, Mr Malka t/a Frances Court Management under the provisions of the leases. The Tribunal also determines that management fees of 8% of the chargeable, non-VAT project costs are reasonable.

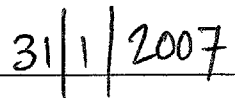
### Costs

59. There was no application before the Tribunal in relation to fees and costs and therefore the Tribunal makes no determination in relation to them.

Chairman:

  
\_\_\_\_\_  
Timothy Powell

Date:

  
\_\_\_\_\_  
31/1/2007

Frances Court

LON/00BK/LSC/2006/0358

APPENDIX TO TRIBUNAL'S DECISION:

THOSE PROPOSED COSTS FOR MAJOR WORKS WHICH IF INCURRED  
WOULD BE CONSIDERED REASONABLE AND PAYABLE AS A  
SERVICE CHARGE

REF: LON/00BK/LSC/2006/0358

SCHEDULE OF REPAIRS AND REDECORATIONS

FRANCES COURT  
64 MAIDA VALE  
LONDON  
W9 1PN

APPLICANTS' PROPOSAL FOLLOWING JOINT MEETING WITH  
THE RESIDENTIAL PROPERTY TRIBUNAL SERVICES ON  
FRIDAY THE 19TH JANUARY 2007

FOR THE FINAL DETERMINATION BY THE TRIBUNAL

T. Powell

Chairman

31/1/07

## Frances Court

<u>Item</u>		£	p
A	Allow for all necessary scaffolding (including projecting fans over the main entrance), chutes, skips, permits, licences, hoardings, sheeting, lighting, lifting equipment, temporary fencing, temporary protection, security, insurances, temporary mess facilities, water and power, temporary earthwork support, pumping out of all ground water, concrete blinding to excavations, flexible ducting, site supervision and the like as required in order to carry out all the works described below in a workmanlike and efficient manner.	Item	14,001.25
B	Allow for the temporary disconnection of all services affected by the works described below and for the subsequent reconnection.	Item	900.00
C	Allow for the temporary disconnection of all secondary glazing, curtains, blinds and the like affected by the works described below and for subsequent reinstatement.	Item	700.00
D	Allow for all necessary damp proof courses and cavity closers required in association with the works described below.	Item	738.00
E	Allow for all necessary making good to the plastered and decorated internal window surrounds as a result of the works described below.	Item	2050.00
F	Allow for all necessary attendances on suppliers and sub-contractors and all necessary builders' work in association with the works described below.	Item	400.00
G	Remove all rubbish and debris on a regular basis so that it does not accumulate and again on completion.	Item	1,000.00
	<b>WINDOWS &amp; DOORS</b>		
H	Carefully remove all existing timber windows and doors to the front and rear elevations and cart away. Replacing the side elevation windows to be optional.	Item	520.00
J	Allow the provisional sum to supply and fix new purpose made timber windows and doors to the front and rear elevations to match existing complete with double glazing, ironmongery, furniture, catches, fastenings and accessories using a BWF approved manufacturer. See appendix A.		23,530.00
K	Allow for sealing all voids around the new door and window units using a polyurethane expanding foam or similar approved in accordance with instructions/recommendations from BWF manufacturer.	Item	inc
Page 1 Carried to collection		£	43,839.25

## Frances Court

Item		Item	£	p
A	Allow for sealing the external edges/gaps with a neat flush sealant joint using Nitoseal MS100 manufactured by Fosroc Ltd.	Item	1,230.00	
	<b>DRAINAGE</b>			
B	Allow the provisional sum to clear out debris and all blockages from above ground drainage including gutters and replace all leaking joints and connections.		500.00	
	<b>SERVICES</b>			
C	Identify and remove all obsolete BT (and other) cables before the start of the external render works.	Item	120.00	
D	Allow for neatly enclosing all remaining cables in white plastic trucking neatly secured to or chased into and concealed by the external render before the start of the external render works.	Item	520.00	
E	Identify and remove all obsolete TV aerials including all masts, brackets, supports and fixings.	Item	120.00	
F	Allow the provisional sum to supply and fix 1 No communal TV aerial complete with cabling, clips and all necessary connections, mast, brackets, supports and fixings. Ensure the TV points internally operate and reception is not impaired.		2,000.00	
G	Allow for re-siting existing satellite dishes and associated cabling.	Item	370.00	
H	Remove 3 No existing external security alarm boxes and associated cabling and fixings before the start of the external render works.	Item	200.00	
I	Remove all external lights, conduit, cabling, connections and fixings before the start of the external render works.	Item	250.00	
J	Supply and fix 6 No Noral Porto external bulkhead light fittings 280mm diameter with compact fluorescent lamps and opalescent white lens' including all cabling/ductwork wiring and switching.	Item	1,870.00	
K	Supply and fix 6 No Noral Lido bollard external light fittings with compact fluorescent lamps and transparent lens together with cabling/ductwork wiring and switching.	Item	1,570.00	
L	Allow the provisional sum to supply and fix new cabinets complete with doors to the gas meters and electrical services.		1,000.00	
Page 2 Carried to collection:			£	8,020.00

## Frances Court

Item		£	p
	<b>REPAIRS TO BRICKWORK</b>		
A	Allow the provisional sum to repair of 230mm thick brickwork to walls prior to carrying out repairs to render.		2,000.00
	<b>RENDER REPAIRS</b>		
B	The works described below are to be carried out to all existing rendered surfaces including all boundary walls to the front and side of the property in accordance with the manufacturers' recommendations.	Item	inc
C	Clean all surfaces using a grit blasting method.	Item	inc
D	Hammer test all surfaces.	Item	inc
E	Allow the provisional sum to prepare surfaces and carry out isolated repairs to all rendered surfaces and clear away all rubbish, debris and dust before the start of the external render works. Apply a standard 19mm thick cement lime sand external render in two coats finished to match existing. Allow for a provisional 300 sq.m @ £45.00 per sq.m.		13,500.00
F	Apply an elastomeric coating to all pre-cast concrete surfaces in accordance with the Sika Specification. See appendix A.	Item	inc
	<b>CONCRETE THRESHOLD AND CILL REPAIRS</b>		
H	Carefully remove all cracked, broken and undersized concrete door thresholds and window cills, prepare surfaces/openings and re-cast new concrete thresholds and cills with steel bar reinforcement to provide a smooth uniform sloping surface with a minimum 50mm overhang with weather groove/drip to the underside of overhang ready to receive new Sika elastomeric coating. Allow a provisional 30 No cills @ £100.00 per cill.		3,000.00
	<b>EXTERNAL REDECORATION</b>		
I	Fully prepare and redecorate all new and previously painted metal surfaces using 1 coat universal primer, 1 undercoat and 1 full finishing coat.	Item	inc
J	Fully prepare and redecorate all previously painted timber surfaces using 1 coat universal primer, 1 undercoat and 1 full finishing coat.	Item	17,500.00
K	Apply an elastomeric coating to all new and previously painted brick and rendered surfaces in accordance with the Sika Specification. See appendix A.	Item	inc
	Page 3 Carried to collection:	£	34,000.00



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		FOR THE EXTENT OF EXTERNAL WORKS CHARGEABLE THROUGH THE SERVICE CHARGE - SEE THE TRIBUNAL'S DECISION		£	p
Item					
	EXTERNAL WORKS				
A	Allow the provisional sum of <del>£3,000</del> for structural engineers fees in relation to the detailed design of the external works outlined below.			3,000.00	
B	<del>Excavate all earth from embankment to front and rear of basement as indicated on structural engineers' details and cart away.</del>	Item		2,650.00	
C	<del>Carefully break out existing retaining wall from rear of basement (without damaging existing drainage) and cart away.</del>	Item		950.00	
D	Carefully break out existing retaining wall including curved steps and electric meter enclosure from front of basement and cart away.	Item		1,390.00	
E	Excavate to reduced level in order to form new foundations, edgings, paths and patios at the front <del>and rear</del> and cart away spoil.	Item		1,850.00	
F	Construct new reinforced concrete foundations to the front <del>and rear</del> of basement in accordance with structural engineers details.	Item		3,250.00	
G	Construct new retaining walls/steps to front <del>and rear</del> of basement using concrete blocks in accordance with the Forticrete Stepoc System as detailed in the structural engineers drawings and specification.	Item		6,250.00	
H	Allow the provisional sum of £2,500.00 for repairs to the brick sub-structure and concrete foundations of existing building exposed/uncovered during the course of the works.			2,500.00	
I	Allow the provisional sum of £1,500.00 for repairs to and the re-routing of existing drainage.			1,500.00	
J	Allow for 3 coats of Synthaproof to rear surface of wall before backfilling.	Item		420.00	
K	Supply and install a 200mm wide granular fill drainage layer to rear surface of new retaining walls and thereafter backfill with suitable general purpose site material.	Item		720.00	
L	Supply and fix new pre-cast concrete splayed concrete copings with drip to front and rear underside to top of retaining walls bedded on mortar over a continuous dpc.	Item		820.00	
Page 4 Carried to collection				£	25,300.00

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Item		£	p
A	Construct <del>2</del> new straight flight concrete steps 1200mm wide leading from front <del>and rear</del> garden down to new basement level in accordance with structural engineers details.	Item	1,875.00
B	Break out existing concrete base to paths generally and cart away. Allow for 12.0 cubic m.	Item	2,200.00
C	<del>Excavate to a depth of 200mm and along extended basement path and cart away. Allow 18.0 cubic m.</del>	Item	1,570.00
D	<del>Excavate to a depth of 200mm and along extended basement path and cart away. Allow 18.0 cubic m.</del>	Item	1,570.00
E	Supply and install new paths and patios using Marshalls Saxon buff 600 x 600mm pre cast concrete slabs laid a wet mortar bed of 1:4 cement/sharp sand over 150mm compacted MOT Type 1 sub base material and matching edgings where required and all joints fully pointed.	Item	8,500.00
F	Apply a new 19mm thick cement lime sand external render finish to exposed surface of remaining walls as specified above.	Item	4,050.00
G	Apply an elastomeric coating to new rendered retaining wall surfaces in accordance with the Sika Specification. See appendix A.	Item	inc
H	<del>Allow the provisional sum to supply and fix purpose made mild steel railings 1100mm high comprising two horizontal rails, vertical balusters and fixing posts at regular centres. Allow for 40.0 m.</del>		5,000.00
I	<del>Allow the provisional sum of £500.00 for new signage.</del>		500.00
J	Make good all grassed, paved and planted areas on completion of the works and remove all rubbish and debris and leave the site in a neat and tidy condition. <i>FOR PAGE 4 A → L &amp; PAGES A → J</i> DAMP PROOFING	Item	400.00
			20,000.00
K	Allow the provisional sum to carry out the works as set out in the specification prepared by Ward Damp-Proofing Ltd.		18,000.00
L	Allow for main contractors attendance.		inc
M	Allow for overheads and profit.		inc
N	Allow for all builders works required in connection with damp proofing works.		6,250.00
O	Allow the contingency sum of £1500.00		1,500.00
		£	<del>51,415.00</del>
			45,750.00

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Item

£ p

COLLECTION

Preliminaries

inc

Preambles

inc

Page No. 1

43,893.25

Page No 2

8,020.00

Page No 3

34,000.00

Page No 4

~~25,300.00~~

Page No 5

~~51,415.00~~  
45,750.00

TOTAL COST OF THE WORKS (EXC VAT)

£ ~~162,628.25~~

Notes:

131,663.25

The above costs are based upon the original tender submitted by Palmer & Morris Interiors Ltd.

SAY

132,000.00

Palmer & Morris Interiors Ltd anticipate the works will take 16 weeks to complete.

~~Palmer & Morris Interiors Ltd have based their costs on the understanding that the basement flat will be available to them for the full 16 weeks of the project but if the basement is not available and they have to provide for the own site set-up the additional/extra cost would be £5,000.00 plus VAT.~~

Surveyors' fees of 10% of the project cost plus VAT shall apply.

Management fees of 8% of the project cost shall apply.

**APPENDIX A**

**SIKA SPECIFICATION NOTES**

**WARD DAMP-PROOFING SPECIFICATION**

**STEPOC SPECIFICATION NOTES**

**DOOR & WINDOW SCHEDULE**