

**PART 8 OF THE ENTERPRISE ACT 2002 (EA02)  
UNDERTAKINGS TO THE COMPETITION AND MARKETS AUTHORITY  
(CMA) UNDER SECTION 219 OF THE EA02 RELATING TO:**

**THE UNFAIR TERMS IN CONSUMER CONTRACTS REGULATIONS 1999; AND  
PART 2 OF THE CONSUMER RIGHTS ACT 2015.**

Island Apartments Freehold Limited, registered number 07714212, registered office Myers, Fletcher & Gordon, Mfg House, 15 Cambridge Court, 210 Shepherds Bush Road, London, England, W6 7NJ and its subsidiaries within the meaning of section 1159 of the Companies Act 2006 and any interconnected trading companies within the meaning of section 223(4) of the EA02 ('**IAFL**'), gives the following undertakings to the CMA under section 219 of the EA02.

By providing these undertakings, IAFL makes no admission, express or implied, that it has infringed the law. In particular, it makes no admission that it is a trader for the purposes of consumer protection law nor that the clauses in relevant leases that have been the subject of the CMA's investigation are unfair.

**UNDERTAKINGS**

In accordance with section 219(4) and section 219B of the EA02, IAFL undertakes:

- not to engage in any conduct which contravenes paragraphs 1 to 17 below;
- not to engage in such conduct in the course of its business or another business; and
- not to consent to or connive in the carrying out of such conduct by a body corporate with which it has a special relationship (within the meaning of section 222(3) of the EA02).

**Interpretation**

**Doubling Clause** means a term or terms in a Lease which cause the Ground Rent payable under the Lease to double (or more) more frequently than every 20 years, and includes any such clause which was in a Lease and has been subsequently varied to refer to a different rate of escalation (eg RPI).

**Former Leaseholder** means a person who was previously a Leaseholder and who has sold their interest to a Leaseholder.

**Ground Rent** refers to the principal rent payable periodically by a Leaseholder to his or her landlord under the terms of a Lease, however described, but for the avoidance of doubt does not include other sums which may be reserved as rent such as but not limited to a service charge and insurance costs.

**Lease** means a long residential lease for which Taylor Wimpey was originally the freeholder (or landlord) and that still contains a Doubling Clause and for which IAFL is now the freeholder (or landlord).

**Leaseholder** means a person who holds a leasehold interest in a property pursuant to a Lease.

**Taylor Wimpey** means Taylor Wimpey plc, registered number 00296805, registered office Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR and its subsidiaries within the meaning of section 1159 of the Companies Act 2006 and any interconnected trading companies within the meaning of section 223(4) of the EA02.

### **Removal of Doubling Clauses**

1. IAFL will make an offer to each Leaseholder to vary the Lease to remove the Doubling Clause, with any associated costs to the Leaseholder to be covered up to an amount of £750 and such costs to be reimbursed upon provision by the Leaseholder of reasonable evidence that such costs have been incurred. For the avoidance of doubt, the amount of £750 is the Leaseholder's maximum aggregate total entitlement under these undertakings for costs incurred and is inclusive of VAT.
2. The offer in paragraph 1 will be communicated by:
  - a. sending a letter to the relevant property; and
  - b. sending an email to the Leaseholder (where their email address is known).
3. The offer in paragraph 1 will be communicated within 60 days of the date of this undertaking and then again annually for a two-year period or until accepted by the Leaseholder, whichever is earliest.
4. IAFL will place and maintains details, for a two-year period in a suitable physical location of the development or developments where properties subject to a Lease are located and which is accessible to Leaseholders, information to Leaseholders about their ability to vary their Lease and remove a Doubling Clause within 60 days of the date of this undertaking.
5. Once an offer has been accepted by a Leaseholder, IAFL will use all reasonable endeavours to effect the variation without undue delay.

### **Non-reliance on Doubling Clauses**

6. IAFL will not rely, or seek to rely, on a Doubling Clause against a Leaseholder, including not demanding any Ground Rent above the initial Ground Rent.
7. IAFL will not take any action or steps for possession against a Leaseholder for non-payment of Ground Rent in reliance on Ground 8 of Schedule 2 to the Housing Act 1988 or take any action or steps leading to possession or any other sanction against a Leaseholder for non-payment of Ground Rent in excess of the initial Ground Rent.

8. IAFL will offer to refund to each Leaseholder any Ground Rent which the Leaseholder has paid in excess of the initial Ground Rent and any charges associated with the excess Ground Rent. For the avoidance of doubt, this offer will not be subject to any administrative or other charges for the payment of the refund.
9. The offer under paragraph 8 will be communicated by:
  - a. sending a letter to the relevant property; and
  - b. sending an email to the Leaseholder (where their email address is known).
10. The offer under paragraph 8 will be communicated within 60 days of the date of this undertaking and then again annually for a two-year period or until accepted by the Leaseholder, whichever is earliest.

### **Other Leaseholders**

11. Subject to paragraph 12 below, where any Former Leaseholder who has paid Ground Rent to IAFL under a Doubling Clause identifies themselves to IAFL within five years of the date of these undertakings, IAFL will offer to refund to them any Ground Rent which the Former Leaseholder has paid in excess of the initial Ground Rent and any charges associated with the excess Ground Rent. For the avoidance of doubt, this offer will not be subject to any administrative or other charges for the payment of the refund, and the identity of any Former Leaseholder will be subject to verification.

### **Payment of refunds**

12. Once an offer of a refund under paragraph 8 or 11, as the case may be, has been accepted by a Leaseholder or a Former Leaseholder (again as the case may be), IAFL will use all reasonable endeavours to ensure that the refund is paid to that person within 60 days of their acceptance.
13. Each refund to a Leaseholder will be made by making a payment to the Leaseholder's billing account. Where the Leaseholder's billing account is not in arrears for the payment of Ground Rent (excluding any sums owed pursuant to a Doubling Clause), the Leaseholder will be entitled to request that the credit amount be paid into their bank account by BACS pursuant to the usual process for issuing refunds utilised by IAFL or the managing agent (or, where payment by that means is not possible, by such other means as is agreed with the person to whom the payment is due).

14. Each refund to a Former Leaseholder will be made by making a payment to the Former Leaseholder's bank account by BACS (or, where payment by that means is not possible, by such other means as is agreed with the person to whom the payment is due).

### **Other matters**

15. Whilst these undertakings are in effect, to the extent IAFL sells the freehold of any property which is subject to a Lease and for which it is the freeholder (or landlord), it will do so on terms that the purchaser will comply with a set of obligations in relation to the Leases acquired that are the same as those set out in paragraphs 1 to 7 of these undertakings (as applied to the Leaseholder in question), and the timing is to be taken to run from the date of the sale of the freehold and for the balance of any period remaining under these undertakings.
16. Whilst these undertakings are in effect, to the extent that IAFL acquires the freehold of any property subject to a lease that would become a Lease on IAFL's acquisition of the freehold, it will offer to remove the Doubling Clause under the same terms as set out in these undertakings. It will also comply with the requirements of paragraphs 6 and 7 above.
17. Without prejudice to any other information which the CMA may request (acting reasonably), IAFL will provide the CMA:
- a. within 60 days of the applicable deadlines for making offers under paragraphs 1 and 8 above, with written confirmation that all such offers have been made to all Leaseholders (or, where all such offers have not been made, the number outstanding and the reasons why together with a timetable for the satisfaction of outstanding requirements); and
  - b. with a report, on an annual basis, setting out:
    - i. the total number of offers made under paragraphs 1, 8 and 11 above;
    - ii. the total number of such offers which have been accepted;
    - iii. the total number of Doubling Clauses removed;
    - iv. the total number and value of refunds made; and
    - v. confirmation of compliance with paragraphs 6 and 7 above.

**BY SIGNING THESE UNDERTAKINGS IAFL IS AGREEING TO BE BOUND BY THEM. CONDUCT WHICH CONTRAVENES PARAGRAPHS 1 TO 17 ABOVE MAY CONSTITUTE A COMMUNITY/SCHEDULE 13 INFRINGEMENT PURSUANT TO SECTION 212 OF THE EA02. IF HAVING SIGNED THIS DOCUMENT IAFL BREACHES ANY OF THE ABOVE UNDERTAKINGS, IT IS AWARE THAT IT MAY BE THE SUBJECT OF AN APPLICATION TO THE COURT FOR AN ENFORCEMENT ORDER UNDER SECTION 215 OF THE EA02.**