FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**MAN/00BY/LSC/2021/0041**
Property	:	**Mann Island** **11 & 15 Mann Island** **Liverpool L3**
Applicants	:	**Various leaseholders** **(as listed in Annex)**
Representatives	:	**Mr P Byrne, Counsel** **Cullimore Dutton, Solicitors**
Respondent	:	**Mann Island Properties Limited**
Representatives	:	**Mr S Allison, Counsel** **JB Leitch, Solicitors**
Type of Application	:	**Service charges** **Landlord and Tenant Act 1985 – s27A & s20C**
Tribunal	:	**Judge J Holbrook** **Mr J Faulkner FRICS** **Mrs H Clayton JP**
Date and venue of Hearing	:	**8, 9 & 10 November 2023** **Liverpool**
Date of Decision	:	**18 December 2023**

DECISION

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DECISION

A. **The Applicants' challenge to the service charges demanded by the Respondent for the service charge years from 2014-15 to 2020-21 is unsuccessful.**

B. **Therefore, for each of those service charge years, the amounts payable by each Applicant as service charges in relation to the relevant heads of expense are the Applicant's proportion of the relevant amounts stated in the certified service charge accounts for that year.**

C. **The "relevant heads of expense" are the expenses recorded in the certified accounts for Residential: Employment Costs (including office running costs); Mechanical and Engineering Maintenance; Buildings and Public Liability Insurances; and Management fees and expenses.**

D. **The "Applicant's proportion" is the proportion of the total residential service charge payable by the Applicant in question. This is ascertained by reference to the definition of "Proportion" in clause 1 of the leases (and varies according to the size of the apartment concerned).**

E. **Certified accounts were not available for 2021-22 at the time of the hearing. Nevertheless, the Applicants' challenge to the interim demands for service charges in respect of that service charge year is similarly unsuccessful.**

F. **The Tribunal refuses the application for an order under section 20C of the Landlord and Tenant Act 1985.**

REASONS

INTRODUCTION AND OVERVIEW

1. Mann Island is an architecturally striking addition to Liverpool's iconic waterfront. Occupying a prominent position adjacent to the Museum of Liverpool, and between the Port of Liverpool Building and the Royal Albert Dock development, it is a substantial mixed-use development, comprising offices, other commercial and retail premises, public spaces and private underground car parking, as well as 376 residential apartments.

2. This case concerns a dispute about the service charges payable by the leasehold owners of those residential apartments. The case was brought by a large number of leaseholders who say, in essence, that the amount of the service charges they have been required to pay over several years is unreasonable. For reasons we shall explain, we disagree.

3. The totality of the residential service charge is certainly substantial: in 2014-15, for example, it was almost £580,000 (excluding contributions to reserve funds) and, by 2020-21, that figure had risen to about £635,000. In fact, these sums represent only part of the overall costs of servicing the Mann Island development (which, in 2020-21 for example, exceeded £1 million). We are satisfied that the costs comprised within the residential service charge for each year were reasonably incurred by the Respondent landlord. Mann Island is a premier residential development which is inevitably resource-intensive from an estate management perspective. Nevertheless, the level of services provided to the development is appropriate and we found it to be both very well managed and to be managed at reasonable cost. In short, therefore, the underlying costs of providing services to Mann Island's residential leaseholders – substantial as those costs undoubtedly are – translate into individual service charge liabilities which are reasonable for a development of this kind.

4. The reasons for these conclusions are explained in the paragraphs that follow.

PROCEDURAL HISTORY

5. In June 2021, an application was made to the Tribunal under section 27A of the Landlord and Tenant Act 1985 ("the 1985 Act") for a determination of liability to pay and reasonableness of service charges in the respect of the residential parts of Mann Island. The application concerned the service charge years which ended on 31 March in each year from 2015 to 2022. The Applicants were the long leaseholders of the majority of the 376 residential apartments at Mann Island, led by the secretary of the residents' association, Ms Paula Buckley. By the time of the final hearing, there were 282 Applicant leaseholders (as listed in the Annex hereto).

6. An application has also been made for an order under section 20C of the 1985 Act preventing the costs incurred by the Respondent in connection with these proceedings from being recovered as part of the service charge.

7. The Respondent to both applications is Mann Island Properties Limited, the Applicants' immediate landlord. Two other companies had initially been named as additional respondents. However, the applications in relation to those companies were withdrawn prior to the final hearing.

8. That hearing took place in Liverpool over three days on 8, 9 and 10 November 2023. The Applicants were represented at the hearing by Philip Byrne and the Respondent by Simon Allison, both of counsel. We are grateful to both of them for their considerable assistance in navigating the factual complexities of this case.

9. We heard oral evidence for the Applicants from Paula Buckley and Christos Filiou and, for the Respondent, from John Turner and Nicola Dunkerley. Ms Buckley (as mentioned already) is secretary of the

residents' association. Mr Filiou is also a residential leaseholder (and by profession is an insurance broker). Mr Turner is a director of the Respondent, and he is also a director of its managing agent: Mann Island Management Limited ("MIML"). Ms Dunkerley is employed by MIML as Estate Manager at Mann Island.

10. In addition to hearing the oral evidence and submissions from counsel, we were provided with bundles containing witness statements and documentary evidence running to some 11,000 pages.

11. The Tribunal inspected Mann Island on the morning of 8 November, accompanied by the parties (or some of them) and by their representatives.

12. Judgment was reserved.

FACTUAL BACKGROUND

13. Construction of the Mann Island development was completed in 2013. The estate is comprised principally of three blocks. One of these is a large office building which has an entirely separate service charge and so the costs of servicing the office building did not feature in these proceedings. The other two (Blocks 1 & 2) each have retail and commercial premises on the ground floor and residential apartments on the upper storeys. There are 176 apartments in Block 1 and 200 apartments in Block 2. These two blocks are linked by a glazed public space and this, together with the external parts of the estate to which the public also have access is known as "the public realm". Beneath Blocks 1 & 2 (and the "covered" public realm which separates them) is a two-storey underground car park.

14. The individual apartments are reached via lifts and stairs leading off the covered public realm. They can also be reached direct from the underground car park. At first floor level in each Block is a communal space enclosed by an atrium. Most of the apartments are accessed from internal walkways which open onto the atrium area on each upper storey. Whilst we did not look inside any of the apartments, we understand that they range in size from relatively modest one-bedroom apartments to large three-bedroom duplex apartments.

15. At ground floor level, there is a concierge desk in the lobby of Block 1. Beyond it, there is a small control room / store room / staff rest area, together with a separate wc. Additional storage and staff areas are provided in two subterranean rooms on the lower level of the car park.

16. In addition, there is a substantial estate office / management suite (with its own kitchen and toilet facilities) located in a prominent position on the ground floor and again accessed from the covered public realm. This provides estate office accommodation both for the MIML staff who manage the development and for other staff, employed by a separate lettings agency ("MIPAL") which manages the letting of certain

apartments at Mann Island on short term lets. We will say more about this sharing arrangement in due course.

17. The Respondent holds leasehold interests for 900+ years in the residential parts of Blocks 1 & 2. The retail and commercial parts are in separate ownership, as is the estate office / management suite and the underground car park. The Respondent therefore has to make payments (which it recovers through the service charge) in respect of the use of these areas by MIML staff. Again, we will return to this arrangement later in these reasons.

18. Each of the apartments is demised to its leasehold owner for a term of 125 years by an underlease, with the Respondent being the current landlord. These residential underleases are all in materially the same terms and, save in relation to one specific issue (relating to buildings insurance), there is no dispute about their construction or effect. It is therefore unnecessary for present purposes to examine the terms of those leases in detail. Suffice it to say that they contain fairly standard provisions requiring the landlord to carry out works (repairs, maintenance, decoration and so on) and to provide services (including estate management services) in respect of the relevant Block and communal areas of the estate and requiring the tenants to contribute by means of service charges towards the costs thereby incurred. Service charges are payable by half-yearly payments, based on the landlord's estimate of service charge expenditure for the year in question, with a balancing payment or credit to be made following each year-end reconciliation, when actual service charge expenditure is known. We note that the proportion of the total service charge which is attributable to a particular apartment is expressed as a "reasonable and proper percentage of the Service Charge based upon the percentage the aggregate square footage of the Flat bears to the aggregate square footages of each unit of accommodation and the Parking Spaces within the Estate…". In other words, the larger an apartment is, the greater the proportion of the total service charge its owner must pay.

19. As we noted in our Introduction, the costs comprised in the residential service charge do not constitute the entirety of Mann Island's running costs. Some of those costs are attributed to the retail and commercial parts and some to the car park. In addition, some costs (relating to estate maintenance) are also attributed in part to the separate office building. Consequently, the certified service charge accounts for each year show how the various heads of expense have been apportioned between the different elements of the development.

20. Nevertheless, (and notwithstanding the fact that different parts of the Mann Island estate are in different ownership), the entire estate is managed by a single managing agent: MIML. Since practical completion of the estate, MIML has been appointed by the head leaseholder to provide estate services and by the Respondent to provide block services. MIML is thus responsible for providing services to both residential and commercial leaseholders on behalf of their respective landlords and for

demanding and collecting services charges and enforcing tenant covenants under the leases. It employs staff directly for the purpose of managing the estate and, of course, it charges a management fee, a proportion of which is recovered by the Respondent from the residential leaseholders through the residential service charge.

ISSUES AND APPROACH

21. In the form in which it was presented to the Tribunal prior to the final hearing, the Applicants' case can only be described as a full-frontal assault on the reasonableness of the residential service charge for each year in dispute. The lead Applicants had attempted, in effect, to conduct their own detailed audit of the service charge (and they appeared to expect the Tribunal to do likewise). They presented a Scott schedule showing individual costs which they disputed and (as we have already mentioned) this was accompanied by hearing bundles containing huge amounts of information. The Scott schedule itself was 20 pages long and included hundreds of individual queries and/or challenges. These ranged from major heads of expense – such as employment costs of hundreds of thousands of pounds – to relatively minor items of expenditure: £199.99 for a "leather executive chair" and £55.75 for "1 pair of safety boots", for example.

22. The Applicants' motivation for taking such a forensic approach is not entirely clear, particularly in light of Ms Buckley's oral evidence that she had no complaint about the standard of service provided at Mann Island and, indeed, considered the overall amount of her own annual service charge liability (circa £1,600 for a one-bedroom apartment) to be "borderline reasonable" (she said that this amount was perhaps £100 too much). However, there is plainly some significant mistrust of the Respondent landlord and a suspicion that other businesses associated with its director, Mr Turner, are effectively being subsidised through the residential service charge.

23. What is clear, however, is that it would not be practicable, or proportionate, for the Tribunal to adopt a similar approach. Nor would it even be possible to do so within the agreed bounds of a three-day hearing: a line-by-line consideration of a 20-page Scott schedule would consume many more days of hearing time. Not only would this be disproportionate to the importance of the case, but it would cause the parties to incur substantial additional costs. Obviously, we are not suggesting that a Scott schedule can never be a useful aid to a hearing: indeed, parties are routinely encouraged to produce such schedules during the course of proceedings. That is because the exercise of doing so often helps parties identify – and narrow – the issues about which they disagree. More often than not, that will result in a schedule with a much more manageable number of unresolved items and, in those circumstances, the Tribunal will often be willing to use it as a framework for discussion at a final hearing. Regrettably, that was not the case here.

24. Therefore, (and to make it possible for the application to be heard in a way that would be both effective and proportionate), it was agreed at the outset with both counsel that the Tribunal would determine only those issues which were to be identified and agreed by counsel as being the key issues in dispute. Those issues were duly agreed, and they concern the costs incurred by the Respondent in each year in relation to management costs (including management fees, employment costs and office costs); planned maintenance costs; and the cost of buildings insurance. In the event, the oral evidence and submissions concerning these issues filled all the available hearing time.

25. Having adopted this agreed approach, we have framed our decision accordingly: paragraph C of the decision above deliberately identifies only those heads of expense in the certified service charge accounts under which the relevant costs and expenses fall. This should not be taken as an indication that we have concerns about other aspects of the service charge, however. Based on the evidence we heard, that is not the case.

LAW

26. Section 27A(1) of the 1985 Act provides:

> *An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to–*
> *(a) the person by whom it is payable,*
> *(b) the person to whom it is payable,*
> *(c) the amount which is payable,*
> *(d) the date at or by which it is payable, and*
> *(e) the manner in which it is payable.*

27. The Tribunal is "the appropriate tribunal" for these purposes and it has jurisdiction to make a determination under section 27A of the 1985 Act whether or not any payment has been made.

28. The meaning of the expression "service charge" is set out in section 18(1) of the 1985 Act. It means:

> *... an amount payable by a tenant of a dwelling as part of or in addition to the rent–*
> *(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements, or insurance or the landlord's costs of management, and*
> *(b) the whole or part of which varies or may vary according to the relevant costs.*

29. In making any determination under section 27A, the Tribunal must have regard to section 19 of the 1985 Act, subsection (1) of which provides:

Relevant costs shall be taken into account in determining the amount of a service charge payable for a period-

(a) only to the extent that they are reasonably incurred, and

(b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

30. "Relevant costs" are defined for these purposes by section 18(2) of the 1985 Act as:

    the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

31. There is no presumption for or against the reasonableness of the standard of works or services, or of the reasonableness of the amount of costs as regards service charges. If a tenant argues that the standard or the costs of the service are unreasonable, they will need to specify the item complained of and the general nature of their case. However, the tenant need only put forward sufficient evidence to show that the question of reasonableness is arguable. Then it is for the landlord to meet the tenant's case with evidence of its own. The Tribunal then decides on the basis of the evidence put before it.

DISCUSSION AND CONCLUSIONS

Management costs in overview

32. The management costs charged to the residential service charge in each year comprise three elements: a management fee payable to MIML; a proportion of the costs of employing the staff at Mann Island; and a proportion of the costs incurred by MIML in connection with the use of the estate office / management suite and some of the parking spaces in the underground car park. The fact that management costs are split in this way for accounting purposes is unusual – management fees and associated office costs would typically be wrapped up in a single global management fee (although one would expect to see dedicated staff costs itemised separately). However, provided there is no double-counting of costs, there is nothing inherently objectionable about such an arrangement. Indeed, at least in theory, it should result in greater transparency. Obviously, of course, the total of the management costs charged to the residential service charge must equate to a reasonable charge for a reasonable standard of management service.

33. The Applicants say that Mann Island is over-managed, resulting in excessive management costs being incurred. They argue that the development could be managed effectively with fewer staff; that there is no need for any staff to be employed directly by MIML; that there is no need to pay for a "luxury" office suite at the development; and that it

would be cheaper (and just as effective) to contract out the management of the development to a professional managing agent.

34. Changes in the way in which the service charge accounts have been drawn up for different years make it quite difficult to do a precise comparison of management costs year on year. However, we consider the following to represent a reasonable approximation of the position:

Year	Management Fee	Employment Costs	Office Costs	Total
2014-15	£68,185	£155,267	£16,767	£240,219
2015-16	£68,041	£147,302	£10,784	£226,127
2016-17	£82,082	£155,379	£19,877	£257,338
2017-18	£80,293	£142,547	£24,209	£247,049
2018-19	£84,032	£173,479	£31,408	£288,919
2019-20	£73,906	£187,601	£33,395	£294,902
2020-21	£70,817	£158,828	£29,604	£259,249

35. The immediate relevance of this analysis is that it gives us a snapshot of the management costs charged to residential leaseholders: given that there are 376 apartments, it can be seen that average per apartment management costs range from about £600 in 2015-16 to nearly £800 in 2019-20. However, stripping out the cost of employing staff at Mann Island, it can also be seen that the typical charges for things which might generally be wrapped up in a global management fee range from about £210 per apartment for 2015-16 to £310 per apartment for 2018-19. Based on the Tribunal's own knowledge and experience of management fees for similar developments in the North West, we consider that such charges are within the range of reasonable management charges for a premier development such as Mann Island.

36. As useful as this benchmarking exercise may be, it clearly does not remove the need for closer consideration of the Applicants' specific challenges to the management costs they have been required to pay. Is the staff complement for managing Mann Island unreasonably generous, and are the arrangements for employing those staff also unreasonable? Are the office costs too high, and are MIML's management fees simply too much?

Employment costs

37. MIML employs a full-time Estate Manager (Ms Dunkerley) at Mann Island. She is responsible for managing the day-to-day operation of the estate and oversees all maintenance, repairs and other facilities services. Ms Dunkerley manages all contracts and contractors in relation to maintenance and repairs for the estate and also manages the other staff who are directly employed by MIML. In addition, she is the main point of contact for both residential and commercial tenants. She is

permanently based in the estate's office / management suite but spends a lot of her time overseeing activities in other parts of the development.

38. The other staff employed by MIML currently comprise five concierge staff (who provide 24/7 concierge services on a shift rota system); cleaners (3.4 FTEs) and a caretaker. There is also a part-time Facilities Assistant who works with Ms Dunkerley (but it is relevant to note that the entirety of the cost of employing this member of staff is met by the commercial service charge payers). The costs of employing the other staff are apportioned between the various elements of the development (Commercial, Car Park, and so on) and no challenge has been made to the basis of apportionment. Nor, indeed, is there a challenge to individual salary levels. Instead, the Applicants object to the number of staff employed (and, in particular, to the employment of a full-time Estate Manager), and to the fact that the staff are directly employed by MIML.

39. These objections are based on an assertion that Mann Island could be managed just as well, but more cheaply, by a professional managing agent in place of MIML. In support of this assertion, the Applicants produced an 'initial proposal to provide property management services' in respect of the residential parts of Mann Island, which they obtained from a local firm of managing agents, KM Real Estate (now known as Berkely Shaw Real Estate). This is a preliminary proposal for management services in respect of the internal parts of Blocks 1 & 2 only, and for management services to be provided by a designated manager (who would not be full-time and who would be based off-site). The designated manager would undertake bi-monthly site visits and would be able to call on the firm's other staff to assist in managing the development. There would be a 'leaseholders portal' to facilitate communication with the residential occupiers. The proposed annual management fee for this service (as at February 2023) was £56,400 plus VAT. However, it is important to note that this quote does not include the cost of providing any staff to provide onsite services. Instead, the proposal simply includes a recommendation that the provision of onsite staff should be "outsourced".

40. Ms Buckley confirmed that the Applicants are not suggesting that there should be any drop in the standard of service provided to the residential occupiers at Mann Island. She agreed that it is a prestigious development and that reductions in service (the removal of the 24/7 concierge service, for example) would detract from the overall quality of the development. Nevertheless, Ms Buckley considered that residential leaseholders are paying a lot for the service they receive.

41. However, it is difficult to see how changing to management arrangements of the type contemplated by the KM Real Estate proposal could result in anything other than a significant diminution in the standard and quality of management services provided. In particular, a move away from having a permanent management presence on site would surely have a negative impact. We are satisfied that the

development benefits from the large range of tasks which Ms Dunkerley undertakes and oversees on a daily basis in her role of Estate Manager, and that it is reasonable for the landlord to incur the cost of engaging a person with Ms Dunkerley's significant skills and experience in this full-time role.

42. The question then arises as to whether it is reasonable for the staff at Mann Island to be employed directly by MIML, or whether the services they provide should have been outsourced (as suggested in the KM Real Estate proposal). We find that the current arrangements are reasonable. Indeed, it is difficult to see how the services in question could be provided more cheaply by any other means. There are three reasons for this. First, there is the matter of VAT: the current arrangements permit the costs of employing staff to be passed on to service charge payers without the addition of VAT. However, that advantage would be lost if the services in question were outsourced. Second, the cost of outsourcing would in all probability be greater than the current employment costs because of the addition of the managing agent's administrative/profit costs. Third, because the current staff also provide services to other parts of the estate, the residential service charge presently does not bear the entirety of the costs of employing them. It is notable that the KM Real Estate proposal gives no indication of how much the additional costs of outsourcing might be, and Ms Buckley was unable to assist us in this regard.

43. There are also two stand-alone objections to the amounts claimed for staff costs which require consideration. The first is that staff employed by MIML (and thus paid for, in part, by the Applicants) have been doing work for the separate lettings agency with whose staff the estate office / management suite is shared. This allegation was categorically denied both by Mr Turner and by Ms Dunkerley, and we heard no persuasive evidence to substantiate it.

44. The second objection relates specifically to the 2020-21 service charge year and concerns a charge of £18,000 for 'additional senior management support'. In fact, this charge relates to the additional time and management supervision provided to the development by Mr Turner personally during the Covid-19 pandemic. Mr Turner is a director of MIML, but he is not employed by that company and, whilst he attends Mann Island fairly frequently to provide senior managerial support, the cost of his time does not generally form part of the employment costs attributed to the service charge. Instead, Mr Turner's input is one of the factors which is reflected in MIML's separate management fee. Nevertheless, the pandemic necessitated the taking of extraordinary measures to ensure the continuity of service to the development's occupants. Some of MIML's employees (including Ms Dunkerley) had to be furloughed, or to work from home, and another staff member became seriously ill. Mr Turner therefore attended the development much more frequently (indeed on most days) during this period to assist and supervise the staff who were still on site, to deal with contractors and visitors, and to cover for staff absences. A charge was made for the time

he spent in this regard at the rate of £125 plus VAT per day. We do not consider this to be unreasonable.

Office costs

45. It is not just the basic costs of employing staff which the Applicants object to: it is also the costs incurred in providing office and other facilities for them at the development.

46. In the early years following the development's opening, Mann Island was managed out of temporary office accommodation set up in a vacant apartment. MIML's staff shared that accommodation with staff working for the separate lettings agency (MIPAL) and the associated costs were divided equally between them. This was only ever intended to be a temporary arrangement and, following completion of the development, the developer's former marketing suite (what is now the estate office / management suite) was identified as suitable, more permanent, accommodation for the staff of both companies. A lease of the accommodation was granted to MIPAL, but MIPAL agreed that it would share occupation with MIML. In return MIML would contribute 50% of the rent and running costs. MIPAL arranged for the accommodation to be refurbished, including the provision of reception desks, meeting room tables and chairs, IT equipment, kitchen appliances etc. The costs of the refurbishment were again divided equally, with MIML's contribution of approximately £35,000 being paid over a five-year period as an addition to the rent.

47. MIPAL also leases a number of spaces in the underground car park and MIML's staff are permitted to use five or six of those spaces. An additional charge is made for their use so that, in effect, MIML pays 56.6% of the rent for the estate office / management suite.

48. All of the costs which are incurred by MIML in this regard are apportioned between the various elements of the development, so they are not passed on in their entirety to the residential service charge payers. The office costs which have been attributed to the residential service charge are shown in the table at paragraph 34 above. Unsurprisingly, those costs have increased over time and following the move from a vacant apartment to the estate office / management suite.

49. As previously noted, MIML's staff also have access to limited facilities in an area behind the concierge desk and in two rooms in the underground car park. No additional rent is paid for the use of these facilities.

50. The first question which needs to be addressed is whether it is reasonable for service charge payers to contribute to the cost of office accommodation at all. We are satisfied that it is indeed reasonable. Clearly, there is a need to provide a rest area and toilets for staff who necessarily work on site, such as concierge, cleaners and caretaker. The facilities behind the concierge desk and those in the car park are inadequate for this purpose, so some additional provision would need to

be made in any event. However, for the reasons already explained, we also consider it reasonable for there to be an onsite estate manager. It follows that there also needs to be an estate office of some kind.

51. The real question, then, is whether the costs associated with the estate office / management suite are reasonable in amount. As we understand them, the Applicants objections to the current office arrangements are essentially as follows: 1) the accommodation is unnecessarily large for MIML's requirements; 2) it has been refurbished to a standard of "luxury" which is unreasonable; 3) it would be cheaper if the office was situated in a less prominent location; and 4) it is unreasonable for service charger payers to bear the cost of staff car parking. Implicit in all these objections is an assertion that the associated costs which have been incurred are unreasonable.

52. The size of the estate office / management suite is undoubtedly generous. There is a large open-plan area immediately beyond the entrance from the covered public realm (and this is the area which is primarily used by MIPAL's staff for the conduct of the lettings agency business). However, Ms Dunkerley told us that it also provides a reception and waiting area for residents and others visiting MIML staff, and that the separate partitioned office and meeting room located beyond the open plan area provides appropriate accommodation for MIML. In addition, the kitchen and toilet facilities are used by all members of staff.

53. In a sense, MIML did not have much choice about the size and location of the office if it was to maintain a presence on site following completion of the development: continuing to work out of one of the apartments was not an option, and the only other space that was then available for this purpose was the developer's former marketing suite. In fact, however, this now provides a central and prominent location for management staff to operate from and also enables occupiers and visitors to have ready access to them.

54. The accommodation is fitted out to a good standard, but it does not provide "luxury" accommodation in the sense of being unduly opulent. Instead, it is functional and furnished/equipped to a standard which, in our view, is appropriate having regard to its purpose and surroundings. It was not unreasonable for the accommodation to be refurbished prior to occupation, and the costs incurred in this regard also appear to be reasonable.

55. As far as the provision of staff car parking is concerned, Mr Turner told us that, given the shortage of parking in the city centre, the need for Mann Island's estate staff to work unsociable hours, and the fact that most of them work for relatively low pay, there is a business need for MIML to pay to use a small number of spaces in the development's car park to provide the estate staff with free parking on site. We accept that it is reasonable to do so. Mr Turner also explained that, whilst there is an electric vehicle charging point adjacent to the parking spaces in

question, this operates on a pay-per-use basis and at no cost to the development's service charge payers.

56. Of course, whilst it follows from this discussion that we consider it to be reasonable in principle for the costs of providing these facilities to be reflected in the residential service charge, the charges concerned must still be reasonable in amount. MIML's contribution towards the rent for the estate office / management suite is currently £29,600 per annum. This includes car parking costs but not the additional contribution to Mann Island's (commercial) service charge. This figure represents the amount before apportionment between the various elements of the development for service charge purposes (so not all of it is borne by the residential service charge payers). The Applicants did not produce any direct evidence to show that this cost is unreasonable. On the other hand, Mr Turner's evidence was that a comparative pricing analysis was carried out in September 2020, upon a commercial unit becoming available to let in the separate office building at Mann Island. At 270 square feet, this alternative unit was considerably smaller than the present shared accommodation (smaller indeed than just the internal office and meeting room currently used by MIML), but the annual rent being sought was £30,757 plus VAT. This was more than the cost to MIML of using the current accommodation (even taking into account the initial refurbishment costs being paid by instalments), yet it would have been smaller and its location less convenient.

57. We therefore find that the expenses claimed in respect of office costs were reasonably incurred and reasonable in amount.

Management fees

58. We have already identified the key issues in respect of MIML's separate annual management fee as being 1) whether that fee is, in effect, double counting of costs already borne by the residential service charge; and (if not) 2) whether it is reasonable in amount.

59. Mr Turner explained that the annual management fee for each of the years in dispute equates to 12% of the residential service charge (excluding provision for reserve funds). That fee obviously does not include the costs of employing MIML's staff or any of the office costs discussed above. However, it does include the costs of certain back-office services, such as payroll, HR, IT and credit control, which are provided remotely by the Respondent. It also includes the cost of senior management support provided by Mr Turner (apart from in the exceptional circumstances discussed at paragraph 44 above). Finally, of course, it includes a profit element too.

60. It is therefore clear that there is no double counting of costs here. So, is the amount of the management fee reasonable, bearing in mind that residential service charge payers contribute separately to employment and office costs? The Applicants rely on the management proposal from KM Real Estate (see paragraph 39 above) as evidence that a third party

managing agent would be willing to take on the development for a smaller management fee. However, we do not consider that KM Real Estate's proposal enables a true comparison to be made: the most obvious reason for this being that the standard of service being offered by KM Real Estate for an annual management fee of £56,400 is considerably lower than that provided by MIML. In any event, the quoted fee does not appear to cover the administrative costs of outsourcing the provision of staff required to look after the development, or the cost of the extra ad-hoc management services for which commercial managing agents typically make additional charges. It must also be remembered that KM Real Estate's proposal is limited to the management of the internal parts of Blocks 1 & 2: it does not extend to management of the wider estate, and so the residential leaseholders would still be required to contribute towards a separate management fee in that regard, in addition to any management fee payable to KM Real Estate.

61. Having regard to these factors, and also bearing in mind the observations we made at paragraph 35 above, we are satisfied that the management fees charged to the residential service charge payers are reasonable charges for the very good standard of management services provided.

Buildings insurance

62. The second major area of dispute concerns the costs of building insurance. The Applicants argue that the amounts included within the residential service charge by way of contributions to the costs of buildings insurance are either not recoverable at all (because of the Respondent's alleged non-compliance with the requirements of the apartment leases) or, alternatively, are unreasonable in amount.

63. Dealing first with the question of whether the costs of insurance incurred by the Respondent are recoverable under the apartment leases, we note that the Sixth Schedule to each lease itemises the works and services which the Respondent landlord is obliged to provide. A reasonable and proper percentage of the costs of doing so is recoverable from the tenant via the service charge (see paragraph 18 above). Insofar as is relevant, paragraph 12 of the Sixth Schedule provides:

> "To keep the Block … and the Development insured or to procure that the same are kept insured … in some insurance office of repute and through such agency as the Landlord shall in its discretion decide and to have the Tenant and the tenants of the other properties included in the policy as insured persons …".

64. The Mann Island development is insured in the joint names of the Respondent, MIML and MIPAL. It is the Applicants' case that, because the residential parts of the development are not also insured jointly in the names of the individual apartment leaseholders, the Respondent has not complied with its contractual obligation "to have the Tenant and the

tenants of the other properties included in the policy as insured persons", with the result that the costs incurred in insuring the development cannot be recovered via the residential service charge. We disagree.

65. We were shown different versions of the buildings insurance policy wording which has applied from time to time, all of which included provisions noting the interests of relevant third parties, including lessees of the development. We were also shown a summary of the insurance claims history, from which it is apparent that claims relating to damage to the internal parts of individual apartments has in fact been covered by the insurance. The facts of this case are therefore distinguishable from those in *Green v 180 Archway Road Management Co Ltd* [2012] UKUT 245 (LC), where the tenant's obligation to contribute towards the cost of insurance was found to be conditional upon the landlord insuring the property "in the joint names of the Lessor and the Lessee". In that case, the Upper Tribunal concluded that the particular provision of the lease in question therefore required something more than merely the tenant's interest being dealt with under a general interest clause: it required the landlord to insure the property in joint names and, because the landlord had not done so, it was not entitled to recover from the tenant the costs it had incurred. However, the leases with which we are concerned do not require buildings insurance to be in joint names: they merely require that the leaseholders are included in the policy as insured persons. This is achieved by the general policy wording, to which we have referred, noting the leaseholders' interests.

66. We therefore turn to the question of reasonableness. The total costs of buildings and public liability insurance are apportioned between the different elements of the development for service charge purposes (the basis of apportionment being in accordance with recommendations made by the Respondent's insurance brokers), but the relevant costs can be summarised as follows:

Year	**Total cost of buildings & public liability insurance**	**Amount attributed to residential service charge**
2014-15	£131,335	£85,828
2015-16	£111,913	£79,011
2016-17	£119,438	£84,323
2017-18	£107,578	£75,036
2018-19	£109,617	£76,732
2019-20	£108,433	£75,632
2020-21	£134,736	£93,978

67. The office building at Mann Island is separately insured (and so the costs of insuring it are not included in these figures), but the leaseholders of that building do make a contribution to the cost of insuring the common parts of the estate.

68. The Applicants' challenge to the reasonableness of the costs of buildings insurance is based on the evidence of Christos Filiou, an insurance broker who is also the leaseholder of two apartments at Mann Island. Mr Filiou explained his attempts to review the present buildings insurance arrangements and to obtain alternative quotes. The Respondent had provided Mr Filiou with various information to facilitate this process and, whilst Mr Filiou asserted that this was insufficient to enable him to do a proper market search, or for alternative insurers to fully assess the risk, he told us that AXA had indicated that they might be prepared to insure the development for £20,000 - £30,000 less than the current annual premium. Mr Filiou was of the opinion that insuring in the joint names of the Respondent, MIML and MIPAL has probably increased the premium, and he was concerned that insufficient market testing may have been done, and also about the possibility that the insurance costs might include secret commissions.

69. Mr Turner told us that the Respondent's decisions in respect of insurance arrangements are guided by professional advice. Buildings insurance is placed through a broker, and three different brokers have been used during the period covered by this dispute (the choice of broker has been reviewed as insurance costs have increased). There is a requirement for insurance to be placed with AAA-rated underwriters, and that has also influenced the selection of insurance broker. An annual fee is paid to the broker (currently £3,000) and the broker is also likely to receive a commission from the insurer. Mr Turner did not know the amount of any such commission, but he said that no insurance commission has been received by the Respondent, MIML or MIPAL.

70. The sum insured in each year is determined by reference to periodic revaluations of the development (the revaluation exercise being funded by the insurers). As part of the process of placing the insurance, the broker recommends how the premium should be attributed to the different elements of the estate. We heard no evidence which causes us to doubt the reasonableness of the resulting service charge apportionments.

71. Commenting on the actual amount of the insurance costs for each year, Mr Turner observed that there had been a marked increase in the premium for 2020-21. He said that this was attributable to the effect of the Covid-19 pandemic on the insurance market generally. Nevertheless, the increase in cost caused the Respondent to review its arrangements and led to a change of insurance broker.

72. Our impression of the Respondent's arrangements for insuring the development is that they are robust and fit for purpose. Buildings insurance is effected on the basis of expert advice and the arrangements are reviewed regularly. The selection of insurance broker is also subject to periodic review (and change, where appropriate). None of the concerns raised by Mr Filiou indicate that the amounts claimed from the residential service charge payers are unreasonable: there is no evidence that a higher premium is payable because of the way the development is

insured (or, indeed, that the arrangement is inappropriate); undisclosed commissions payable to a broker are to be expected, but there is no evidence of other commissions being paid; and the fact that Mr Filiou himself felt unable to carry out a full comparison of the insurance market does not mean that the premiums paid for insuring the development are unreasonable.

73. The only evidence which appears to support the Applicants' case here is what Mr Filiou told us about the possible availability of cheaper insurance cover from AXA. Nevertheless, this evidence was insufficient as a basis for any finding about the reasonableness of the costs of the current insurance arrangements. There was no documentary evidence to elaborate on the discussions which Mr Filiou had had with AXA, and he acknowledged that AXA had not made a firm offer of insurance: that would be dependent on various factors and it was not possible to make a comparison of AXA's costs with those of the current arrangements. Nor was it possible to know whether the terms of the cover available from AXA would be comparable with those arrangements.

Planned maintenance

74. The final area of dispute which was dealt with at the hearing concerns the costs of planned maintenance. Contractual arrangements are in place for the provision of planned maintenance services to the Mann Island development by a company called Ingegral UK Ltd, which is based in Warrington. This is a specialist M&E contractor and the Respondent's position is that it makes sense to use such a contractor given the complexities of the estate's design and the contractor's knowledge of its systems design.

75. For the 2019-20 service charge year, for example, the costs incurred by MIML in connection with the Integral contract were £34,245.60. For 2020-21, the costs incurred were £22,903.44. However, these costs were attributed to the different parts of the estate, based on a schedule of the works concerned, with only 34% being attributed to the residential parts. For the purposes of the certified service charge accounts, these costs form part of the costs recorded under the heading 'Mechanical and Engineering Maintenance'.

76. The Applicants challenge the costs attributed to the residential service charge for two reasons: first, they argue that the Integral contract is a 'qualifying long term agreement' in relation to which the Respondent has neither complied with the statutory consultation requirements in section 20 of the 1985 Act, nor obtained a dispensation from the Tribunal under section 20ZA. Second, the Applicants say that the amounts claimed are unreasonable in amount.

77. Dealing first with the point about the statutory consultation requirements, we note that the expression 'qualifying long term agreement' is defined in section 20ZA(2) as "an agreement entered into, by or on behalf of the landlord or a superior landlord, for a term of more

than twelve months". An agreement will be a qualifying long term agreement only if it creates a contractual relationship which will necessarily last for a term in excess of 12 months (see *Corvan (Properties) Ltd v Abdel-Mahmoud* [2018] EWCA Civ 1102). It is clear that the Integral contracts did not create such a relationship. The terms of the contract for 2019-20 are evidenced in a letter dated 22 January 2019 from Integral to Ms Dunkerley. The letter simply describes the arrangement as "a 3 monthly rolling contract", with the annual cost to be invoiced on a monthly basis. We can see no basis for construing this as a contract which must last for *more than* 12 months. The terms of the contract for 2020-21 are evidenced in a similar letter, dated 24 January 2020. Whilst there is no longer any mention of this being a rolling contract, neither is there any indication that the parties' minimum commitment was for more than a 12-month period. We therefore find that the arrangement with Integral was not a qualifying long term agreement to which the requirements of section 20 applied.

78. The Applicants challenge to the reasonableness of the amounts claimed is not based, for example, on any comparison of the amounts charged by other providers of similar services which might indicate that Integral's charges are unreasonable. Instead, Ms Buckley told us that she considers it unreasonable for a Warrington-based contractor to be engaged, rather than a more local one. She said that this is likely to have resulted in unnecessary charges for travelling time. She also believes that Integral's services are inefficient and that it has also done work for the lettings agency for which the residents have had to pay (an allegation which the Respondent flatly denies). In our judgment, Ms Buckley's objections to the costs in question lack the evidential basis required to call into doubt the reasonableness of these charges: the Applicants object to the costs, but without asserting a positive evidenced alternative case.

THE 2021-22 SERVICE CHARGE YEAR

79. We have excluded the 2021-22 service charge year from the determination we have made at paragraphs A and B of our decision. That is because certified service charge accounts for 2021-22 were not included in the hearing bundle, and it would be wrong to make a final determination of liability before the implications of the year-end reconciliation exercise are known. Nevertheless, we were provided with a copy of the service charge budget for 2021-22, from which it is apparent that the total residential service charge (excluding contributions to reserve funds) was anticipated to be about £635,000 (the same as in 2020-21). The breakdown of the anticipated expenditure underlying this figure includes a significant increase in employment costs – which is unsurprising given the current economic climate – but it also includes an equally significant reduction in the cost to residential service charge payers of buildings and public liability insurance.

80. The principles we have discussed above in relation to the service charges for earlier years apply equally in respect of 2021-22. It follows that, unless the certified accounts for 2021-22 paint a very different picture

when they become available, any further challenge made on substantially the same grounds in respect of that year's service charge would be bound to fail.

APPLICATION UNDER SECTION 20C OF THE 1985 ACT

81. Section 20C of the 1985 Act permits the Tribunal to order that the costs incurred by a party in connection with these proceedings are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by any other person specified in the application for the order. The Tribunal may make such order as it considers just and equitable in the circumstances.

82. The Applicants seek a section 20C order in this case, asserting that the Respondent has acted unreasonably in these proceedings. We are not persuaded that that is so. Indeed, we note that invitations by Mr Turner to meet to discuss the concerns about the service charge were not taken up by the lead Applicants. That is a shame as early discussions between the parties may well have led to a substantial narrowing of the issues in dispute.

83. Generally, it will be just and equitable to make a section 20C order if (and to the extent that) leaseholders have been successful in their challenge to the service charge. In the present case, the Applicants have been entirely unsuccessful, and we therefore consider that it would not be just and equitable to make the order applied for.

Signed: J W Holbrook
Judge of the First-tier Tribunal
Date: 18 December 2023

ANNEX

List of Applicant Leaseholders

Block 1	
Apartment	**Leaseholder**
101	Mark Lambrenos
102	Damien Mooney
103	David Skingle & Anna Venetico
104	Bea P Blanco
106	DDHL
107	Kieron Byrnes
108	Catherine K G Por
109	Mr & Mrs William bell
110	Barry Needham
111	Graham Thomas Stephenson
112	Andrew Donkin & Sally Edlmann
113	Southport Carpets
114	Alison Mcellin
115	Andrew Donkin & Sally Edlmann
116	Blubrick Ltd Luke & Brian Pinson
117	Karen Chadwick & Hannah Stubbs
118	Andy Johnstone
119	Tim flood
120	Chrysoula Soulis
121	Lincoln Properties Fabio Martini
122	Riyaz & Fleur Faizallah
123	Kyriacos Sotiri
124	Declan & Sophie Reddington
125	Riyaz & Fleur Faizallah
126	Simon & kate Ellis
201	Rocio Valdivieso & Michel Goyer
202	Andrew & Sheila Wood
203	DDHL
204	Ian & Stella Steel + Tony & Karen Couling
205	Ofir Bentov
207	Germain & Catherine Prado
208	Mark & Dianne Nicklin
209	Michaele Apostolides
210	Kevin & Karen Seery
211	Jane & John Heaton
212	SB & H Lyus
213	Nicola & David Shannon
215	John Mccreanney
216	Stephen Kehoe

217	Riyaz & Fleur Faizallah
218	Daniel Conlin
219	Catherine & Trevor Watson
220	Elizabeth Gallagher David Smith
222	Alan Russell
223	Paul Drake
224	Declan & Sophie Reddington
225	Janet Jerram
301	Martin Jenner
303	DDHL
304	Ian & Linda Jasper
305	Petros Panagiotopoulos & Valerie Panayotopoulou
306	Dougie Watson
307	Michael Hanlon
311	Gerda Kellerman
312	David Arthur Thomas
315	George Caravanas
317	James & Karen Chadwick
318	C p ding (Alexis)& Ken Wan Lee
319	Tony Lanan
321	Li Shu Kwok & Lau Kwan Ying
322	Sandie Bibby
324	James Wootton
325	Wanda Williamson
326	Man Yau (Tommy) Wong Qun Di Cathy Wong
327	Colm O Mahony
401	Kenneth Wood
402	Emily Arwel Lewis
403	DDHL
405	Lawrence & Julie O'Kelly Danlaw Ltd
406	James Wicken
407	George Chen
409	Ralph Frank Lloyd
410	Ian Murphy
411	Cassie Cunningham
412	Andrew & Katrin Frost
414	Stewart & Janet Murfitt
415	Iain Griffith
416	Wild 5 Enterprises Ltd Mark Wild
417	Janice Chaoul
418	Sofia Sanadi
419	Graham & Collette keating
421	Ann Melling
423	Ian Mcnee
424	John Paul Deegan
425	Graham Thomas Stephenson

501	Mark Hawkins & Paula Buckley
503	Graham George& Catrin Mallt care
504	Stephen CL Cheng, Albertina Xavier
505	Lincoln Properties Fabio Martini
506	Ian Smith
507	Dr Phillip Berry
508	Paul Lawrence & Nikki Bramhill TFM Property Ltd
510	Sally Hutchinson
511	Andrew & Anne Mackenzie
512	Alex Boggis Lindsey Boggis-Sanders
513	David Ndlovu
514	Steve & Julie Ashton
516	Leanne Edwards
517	Eddie & Val Boyes
518	Paul Kelly
519	Josie Matthews
520	Ian & Debbie Clague Glendown Investments
521	Ian & Stella Steel
601	Robert & Elaine Conlin
604	Carol Madeley
609	DDHL
611	Danielle Gibson
615	Mike & Gill Hitchen
616	Robert & Elaine Conlon
617	Brian & Kirsty Ingman
701	Lincoln Properties Fabio Martini
702	Peter and Jeanette Crofts
703	Alberto Da Rin
704	Crescenzo De Vincentis
705	Laurent Koenig
706	Dr Maliha Mirza-Asghar
708	Doughie Watson
709	Southport Carpets
710	John & Julie Somers
711	Robert & Mary Evans
712	Alfred Mccaughan
713	Laura P Y To John To Kin Wai (parking)
801	Andrew Duncan
802	Michael & Eileen Devers
804	Ming Chu
806	Lincoln Properties Fabio Martini
807	Nicholas Scot Morrison
809	Jeff Corrigan
810	Brian Pinson
901	Rhys Davies
903	David & Maylin Tai Hogan
905	John Richard Edwards

907	Christos Filiou
908	Mark Brocklehurst

Block 2	
Apartment	**Leaseholder**
101	Mark & Helen Henley Tribe Holdings limited
102	Mark & Helen Henley Tribe Holdings Limited
103	DDHL
106	Await & Surbhi Kumar
107	Colm O Mahony
110	Kieran Murphy
111	Naser Fahad Alobaid
112	C F & M Ltd
113	John Bentley
114	Panorea Antonia Constantinou
115	Bret Armitage Premier Red Ltd
116	Tim Short & Gary Jones
117	Caroline & Kevin Brockbank
118	Daniel Norman McDonagh
119	Tanveer & Nadeem Ahmed
120	Allan caven
121	Capital finance & Management Ltd (C F & M Ltd)
122	DDHL
123	Sarah Philpott
124	C F & M Ltd
125	John Antony Neves Zuzarte Tully
201	Andrew Reeves
203	C F & M Ltd
204	Bonnie Lin Chi Tan & Ki On Gerald Chu
205	Santhirasegarm Chandramehan
206	Dhiraj Cumar & Devji Meghani
207	Rama Chaitanya Kamineni
209	John Bentley
211	Stephen Percival
212	Anthony Robert Menzies
213	Richard & Evelyn Marks
214	Gary & Clare McIraith XTL Property Ltd
215	Christos Filiou
216	Waheed and Jane Al Rafai
217	Grillon Properties Ltd Erick & Sinead Grillon
220	Anna Maria Venetico
221	Douglas Mullett Holdings
223	DDHL

224	C F & M Ltd
225	Paul Burns
226	C F & M Ltd
302	Claudine Helen Pound
303	Dr Christoph Burtscher
305	Ying Ying Muddiman
306	Wanda Williamson
307	Dr Floriane Place-Verghnes-wood
308	James Champkin
309	Ciara Murphy (Bailey)
312	Zarino Zappia
314	Professor Jan Blachut
315	Stephen & Mary Doyle
319	Daniel Newman
321	LNNA Limited (L Koenig)
322	C F & M Ltd
323	DDHL
324	DDHL
326	H & K Raja
327	Gordon & Jacqueline Cameron
401	James & Claudia Raine
402	Robert ‘Nick 'Fenton & Vu Thi Ha
403	Sarah Vawda
406	RMSK Properties Limited
407	David Yee Chu
408	Michael & Suzanne Birtles
409	Oliver Telfer & Zoe
411	Rik Skews & Dawn Bacon
412	Francesco Falciani
413	Patricia Labraca Serrano
416	Graeme & Pam Gutherie & Peter & Anna Stockdale
417	Robin & Karen Drummond -Hay
421	Colm O Mahony
422	Michael Nalborczyk Ciaran Alexandra Puckrin
425	Graeme & Pam Gutherie & Peter & Anna Stockdale
426	Sheila Dickinson
502	Laura Tavernor
504	Robert Stoneley & Noleen Farrell
505	James Forshaw
506	Laurent & Natalie Koenig
507	Alban Place-Verghes
508	Ian Peter & Dawn Farrar Farrar Properties
509	Alistair Ball
510	Derek & Nadine Hughes
511	Lucy Bentley
513	Clive Shaw

514	Emily ‘Sarah’ May
515	Andy Pike & Lisa Bailey
517	Patricia & John Horne
518	Howard & Sheila Newby
519	Mark Broadley
521	Gary & Clare McIraith XTL Prop
522	Gary & Clare McIraith XTL Prop
523	Gary & Clare McIraith XTL Prop
526	Gary & Lara Peck
601	Neil Abel
603	Caroline Toolan
604	Gary & Clare McIraith XTL Prop
608	Leslie & Carol McCormick
609	Alison Buchanan
610	Paul & Alison Buchanan
612	Michael Nelson
614	Lincoln Properties Fabio Martini
615	Nicholas Windsor
616	Nicholas Windsor
617	James Champkin
618	Neil Duggan
619	Efestratios Chatzigiannis
620	John Mcarthy RBSC Investments
621	Michaele Apostolides
622	William Shaw
701	Stephen Butchard
702	Liam & Carolyn W Shelbourne
703	Lombard Business Centre
704	Ying Ying Muddiman
705	Diana Wilson
709	Jenny & Ken Amsbury
710	RMSK Properties Ltd
711	Mark Hawkins & Paula Buckley
712	Ying Ying Muddiman
713	David Yee Chu
714	Lee Power
715	Ian Buckley
716	Paul Buchanan
717	Mercury Project engineering ltd Simon Bottomley
718	Cecilia (Shelley) Carter
801	Ascanio Tridente
802	Ascanio Tridente
805	Carl Jackson
806	Marco Luliano
807	Gary & Clare McIraith XTL Prop
808	Ian & Stella Steel & Tony & Mrs K Couling
809	Matthew & Michelle Dixon
810	Tony Langan

811	Ming Chu
812	Saoud & Salwa Alammar
813	Rieka Taghizadeh
901	Kevin & Angela Wheeldon
902	Phillp Cooper
903	Richard Jermy & Asya M Al-Kharusi
905	XTL Properties Limted
906	Andrew James McVey
908	David Leonard Robinson
909	Owen & Lynne Humphreys
910	Ian Ambrose
1001	Marcus Gilmartin
1003	Alan & Caroline Crouch
1004	Paul & A Fullagar/West