



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL
PROPERTY)**

Case reference : **LON/00AM/LAM/2025/0006**

Property : **St Andrew's Mansions, 157 Lower
Clapton Road, London, E5 8EX**

Applicant : **1. Mr Kieran Bradshaw (Flat 3)
2. Mr Guillaume Amigues and Ms Rona
Amigues-MacRae (Flat 5)
3. Mr Andrew Olley and Ms Ellen
Sampson (Flat 6)**

Representative : **Mr Fuller of Counsel**

Respondent : **Mrs Mohinder Gill**

Representative : **Mr Gill (son)**

Type of application : **Appointment of a Manager**

**Tribunal
member(s)** : **Tribunal Judge I Mohabir
Mr S Mason FRICS**

DECISION

Background

1. This is an application made by the Applicants under section 24 of the Landlord and Tenant Act (as amended) ("the Act") for an order in respect of St Andrew Mansions, 157 Lower Clapton Road, London, E5 8EX ("the property").
2. The property is described as being a 4-storey block with ground floor/basement commercial premises and first to third floor residential flats. The Applicants are the leaseholders of three of the residential flats in the property. The Respondent is the freeholder of the property.
3. In broad terms, it is alleged that the Respondent has failed to maintain, repair, redecorate and renew the structure and in particular the main drains, roofs, foundations, chimney stacks, window frames, gutters and rainwater pipes of the property in breach of clause 5(1)(a) of the Applicants' leases.
4. For reasons that will become apparent, it is not necessary to set these out in any detail.
5. By a preliminary notice served pursuant to section 22 of the Act dated 3 October 2024, the Applicants purported to notify the Respondent of their intention to make this application to the Tribunal in the event that she did not remedy the various management failures set out in the notice. However, it was accepted at the hearing that the notice had not in fact been served on the Respondent at her correct address. The very same incorrect address had been provided by the Applicants to the Tribunal, at which service of the directions and letters had been effected. Unsurprisingly, therefore, the Respondent had not responded to the preliminary notice, nor had she engaged in these proceedings and had not filed or served any evidence.
6. On 27 February 2025, the Applicants made this application to the Tribunal seeking the appointment of a manager.

The Law

7. Section 24 of the Landlord and Tenant Act 1987 provides:

"(1) A leasehold valuation tribunal may, on an application for an order under this section, by order appoint a manager to carry out, in relation to any premises to which this Part applies-

- (a) such functions in connection with the management of the premises, or*
- (b) such functions of a receiver,*
- or both, as the Tribunal thinks fit.*

(2) A leasehold valuation tribunal may only make an order under this section in the following circumstances, namely-

(a) where the tribunal is satisfied-

(i) that any relevant person either is in breach of any obligation owed by him to the tenant under his tenancy and relating to the management of the premises in question or any part of them...

(ii) ...

(iii) that it is just and convenient to make the order in all the circumstances of the case;

(ab) where the tribunal is satisfied-

- (i) *that unreasonable service charges have been made, or are proposed or likely to be made; and*
- (ii) *that it is just and convenient to make the order in all the circumstances of the case;*

(aba)...

(abb)...

(ac) where the tribunal is satisfied-

- (i) *where any relevant person has failed to comply with any relevant provision of a code of practice approved by the Secretary of State under section 87 of the Leasehold Reform, Housing and Urban Development Act 1993* (codes of management practice), and
- (ii) *that it is just and convenient to make the order in all the circumstances of the case;*

(b) where the tribunal is satisfied that other circumstances exist which make it just and convenient for the order to be made.

Hearing

8. The hearing took place on 5 June 2025. The Applicants were represented by Mr Fuller of Counsel. Mr Gill, the Respondent's son appeared on her behalf as her authorised representative.
9. It was then established that the Respondent had been incorrectly served with the preliminary notice or the application to appoint a manager. She actually resides at 500 Ripple Road in Essex with a post code of IG11 9RY. Service had been effected at 50 Ripple Road with a post code of IG1 9RY. Mr Gill said that the Respondent had only recently become aware of the hearing and he was attending on her behalf, as she is an elderly lady.
10. Mr Gill, helpfully, said that the application to appoint a manager was not opposed in principle. He said that the only concern was the possible commercial effect any service charges would have on the tenants of the commercial premises. He suggested that their service charge contributions be limited to a fixed amount. However, the Tribunal pointed out that this was not possible for two reasons. Firstly, he did not have the authority of the commercial tenants to do so. Secondly, any such figure would be entirely arbitrary.
11. Mr Gill also said that he was not taking any point about the Applicants invalid service of the preliminary notice. In any event, the Applicants made an oral application to dispense with service of the notice under section 22(3) of the Act.
12. The Tribunal granted the application to dispense for two reasons. Firstly, no objection was made by the Respondent. Secondly, not to grant the application would result in the application being dismissed. The parties would then incur further time and costs with no practical advantage.
13. It follows that it was not necessary for the Tribunal to make any findings in relation to the various management failures alleged by the Applicants. On the basis

that the application was not opposed by the Respondent, the Tribunal was satisfied that it was just and convenient to appoint a manager.

14. The only issue for the Tribunal to decide was whether Mr Cleaver was suitable to be appointed as the manager. The Tribunal then heard oral evidence from Mr Cleaver about his knowledge and experience of being a manager. He had prepared a detailed management plan for the property and a witness statement setting out his professional qualifications and experience of being a manager. This was supported by the relevant disclosure in appendices A-C to his witness statement. These documents are found at pages 34-137 in the hearing bundle.

15. Having done so, the Tribunal was satisfied that Mr Cleaver should be appointed as the manager for the property for the following main reasons:

(a) he possessed the relevant professional qualifications and experience. In particular, Mr Cleaver confirmed that he currently had been appointed by the Tribunal as a manager on 19 separate occasions. Moreover, he also confirmed that he had managed to successfully manage the properties, some of which also had troubled history like this property.

(b) he had reviewed the leases and was familiar with the terms and had completed a site inspection before the hearing.

(c) he confirmed that he would comply with the RICS Code of Practice.

(d) he had already prepared a detailed management plan for the property.

(e) Mr Cleaver struck the Tribunal as a person who would be able to effectively manage the relationships between the residential and commercial tenants in the property.

16. Accordingly, the Tribunal appointed Mr Cleaver as the manager of the property for a term of 5 years from the date of this decision. The terms of his appointment are set out in the management order annexed to this decision.

Name: Tribunal Judge I Mohabir **Date:** 23 June 2025

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL
PROPERTY)**

Case Reference : LON/00AM/LAM/2025/0006

Property : ST ANDREW'S MANSIONS, 157 LOWER CLAPTON ROAD, LONDON E5 8EX

Applicants : (1) MR KIERAN BRADSHAW (FLAT 3)
(2) MR GUILLAUME AMIGUES AND MS RONA AMIGUES-MACRAE (FLAT 5)
(3) MR ANDREW OLLEY AND MS ELLEN SAMPSON (FLAT 6)

Representative : RUDLINGS SOLICITORS LLP
MR PAUL FULLER (COUNSEL)

Respondent : MRS MOHINDER GILL

The Manager : PAUL CLEAVER
URANG PROPERTY MANAGEMENT LIMITED
PAUL.CLEAVER@URANG.CO.UK

Tribunal members : TRIBUNAL JUDGE MOHABIR
MR S MASON FRICS

MANAGEMENT ORDER

Interpretation

1. In this Order:

“The Property” means the flats and other premises known as known as St Andrew's Mansions 157 Lower Clapton Road London E5 8EX, and registered at HM Land Registry under title number NGL334741 and shall include the building, outhouses, gardens, amenity space, drives, pathways landscaped areas, flower beds, passages, bin-stores, common parts, storage rooms basements, electricity and power rooms; and all other parts of the property. This will exclude from the definition any parts of the building that are demised to individual tenants.

“The Landlord” shall mean Mrs Mohinder Gill or their successors in title to the reversion immediately expectant upon the Leases.

“The Tenants” shall mean the proprietors for the time being of the Leases whether as lessee or under-lessee and "Tenant" shall be construed accordingly.

“The Leases” shall mean all leases and/or underleases of flats in the Property.

“The Manager” means Paul Cleaver of Urang Property Management Limited.

“The Tribunal” means the First-tier Tribunal (Property Chamber)

ORDER

2. In accordance with section 24(1) of the Landlord and Tenant Act 1987 (“the Act”) Paul Cleaver of Urang Property Management Limited is appointed as Manager of the Property.
3. The Manager’s appointment shall start on 05 June 2025 (“the start date”) and shall end on 05 June 2030 (“the end date”).
4. For the avoidance of doubt this Order supplements but does not displace covenants under the Leases and the Tenants remain bound by them. Where there is a conflict between the provisions of the Order and the Leases, the provisions of the Order take precedence.
5. The purpose of this Management Order is to provide for the management of the Property [which includes taking steps to resolve the following problems of inadequate management identified by the tribunal.

- (a) Accounting and Service Charges, and Budgeting
- (b) Repairs and Maintenance
- (c) Health and Safety
- (d) Communication

6. To address the steps identified in the previous paragraph the Manager is empowered to:

- (a) Collect the additional funds during the year from the residential lessees, in 1/6 respective proportions per flat, for any works/services that are not included in the budget.
- (b) Collect internal and external repairs and maintenance funds in advance from the residential lessees, in 1/6 respective proportions per flat, to arrange and to spend money on these items.
- (c) Collect accountancy fees in advance, to arrange and instruct for the year-end accounts to be prepared, and to expend money on this item.
- (d) Collect the building insurance premium in advance, to arrange suitable cover, and to expend money on this item.
- (e) Collect legal fees in advance, to ensure the Manager has sufficient funding to attend to any legal matters that may arise, and to expend money on such items.
- (f) Charge lessees legal fees for the collection of outstanding service charges and raise interest and administration fees on unpaid demands.
- (g) Review subletting agreements to check if they have relevant safeguards in place to deal with anti-social behavior, and obtain the under-lessee/resident contact details to communicate relevant safety matters.
- (h) Instruct a surveyor to determine the commercial lessees' apportionments.
- (i) Collect the Service Charges from the residential lessees, in 1/6 respective proportions per flat, on account and in advance.
- (j) Collect the Service Charges from the commercial lessees.

7. The Manager shall manage the Property in accordance with:

- (a) the terms of this Order and the Directions set out below;
- (b) the respective obligations of the Landlord and the Tenants under the Leases whereby the Property is demised by the Landlord (save where modified by this Order);
- (c) the duties of a Manager set out in the Service Charge Residential Management Code ("the Code") (3rd Edition) or such other replacement code published by the Royal Institution of Chartered Surveyors ("RICS") and approved by the Secretary of State pursuant to section 87 Leasehold Reform Housing and Urban Development Act 1993 (whether the Manager is a Member of the RICS or not); and
- (d) the provisions of sections 18 to 30 of the Landlord and Tenant Act 1985.

8. From the date this Order comes into effect, no other party shall be entitled to exercise a management function in respect of the Property where the same is the responsibility of the Manager under this Order.

9. The tribunal requires the Manager to act fairly and impartially in the performance of their functions under this Order and with the skill, care and diligence to be reasonably expected of a Manager experienced in carrying out work of a similar scope and complexity to that required for the performance of the said functions.

10. The Manager or any other interested person may apply to vary or discharge this Order pursuant to the provisions of section 24(9) of the Act.

11. The Tribunal may, upon receipt of information or notification of change of circumstances, issue directions to the parties, or any other interested person,

concerning the operation of this Order, both during its term, and after its expiry.

12. Any application to extend or renew this Order **must** be made before the end date, preferably at least three months before that date, and supported by a brief report of the management of the Property during the period of the appointment. Where an application for an extension or renewal is made prior to the end date, then the Manager's appointment will continue until that application has been finally determined.
13. The Manager is appointed to take all decisions about the management of the Property necessary to achieve the purposes of this Order. If the Manager is unable to decide what course to take, the Manager may apply to the Tribunal for further directions, in accordance with section 24(4), Landlord and Tenant Act 1987. Circumstances in which a request for such directions may be appropriate include, but are not limited to:
 - (a) a serious or persistent failure by any party to comply with an obligation imposed by this Order;
 - (b) circumstances where there are insufficient sums held by the Manager to discharge their obligations under this Order and/or for the parties to pay the Manager's remuneration; and
 - (c) where the Manager is in doubt as to the proper construction and meaning of this Order.

Contracts

14. Rights and liabilities arising under contracts, including any contract of insurance and/or any contract for the provision of any services to the Property, to which the Manager is not a party, but which are relevant to the management of the Property, shall upon the date of appointment become rights and liabilities of the Manager, save that:
 - (a) the Landlord shall indemnify the Manager for any liabilities arising before commencement of this Order; and
 - (b) the Manager has the right to decide, in their absolute discretion, the contracts in respect of which they will assume such rights and liabilities, with such decision to be communicated in writing to the relevant parties within 56 days from the date this order.

15. The Manager may place, supervise and administer contracts and check demands for payment of goods, services and equipment supplied for the benefit of the Property.

Licenses to assign, approvals and pre-contract enquiries

16. The Manager shall be responsible for carrying out those functions in the residential Leases concerning approvals and permissions, including those for sublettings, assignments, alterations and improvements, that the Leases provide should be carried out by the Landlord.
17. The Manager shall be responsible for responding to pre-contract enquiries regarding the sale of a residential flat at the Property.

Legal Proceedings

18. The Manager may bring or defend any court or tribunal proceedings relating to management of the Property (whether contractual or tortious) and, subject to the approval of the Tribunal, may continue to bring or defend proceedings relating to the

appointment, after the end of their appointment.

19. Such entitlement includes bringing proceedings in respect of arrears of service charge attributable to any of the Flats in the Property, including, where appropriate, proceedings before this tribunal under section 27A of the Landlord and Tenant Act 1985 and in respect of administration charges under schedule 11 of the Commonhold and Leasehold Reform Act 2002 or under section 168(4) of that Act or before the courts and shall further include any appeal against any decision made in any such proceedings.
20. The Manager may instruct solicitors, counsel, and other professionals in seeking to bring or defend legal proceedings and is entitled to be reimbursed from the service charge account in respect of costs, disbursements or VAT reasonably incurred in doing so during, or after, this appointment. If costs paid from the service charge are subsequently recovered from another party, those costs must be refunded to the service charge account.

Remuneration

21. The Tenants are responsible for payment of 100% of the Managers' fees, which are to payable under the provisions of this Order but which may be collected under the service charge mechanisms of their Leases.
22. The sums payable are:
 - (a) an annual fee of £450 per unit for performing the duties set out in paragraph 3.4 of the RICS Code (so far as applicable);
 - (b) any additional fees contained in a schedule to this Order for the duties set out in paragraph 3.5 of the RICS Code (so far as applicable); and
 - (c) 10% of the cost of any major works undertaken for managing the major works process; and
 - (d) VAT on the above fees.

Ground Rent and Service charge

23. The Manager shall (where applicable) collect the ground rents payable under the residential Leases, if required.
24. The Manager shall collect all service charges and insurance premium contributions payable under the Leases, in accordance with the terms and mechanisms in the Leases.
25. Whether or not the terms of any Lease so provides, the Manager shall have the authority to:

- (a) demand payments in advance and balancing payments at the end of the accounting year;
 - (b) establish a sinking fund to meet the Landlord's obligations under the Leases;
 - (c) allocate credits of service charge due to Tenants at the end of the accounting year to the sinking fund;
 - (d) alter the accounting year and to collect arrears of service charge and insurance that have accrued before their appointment; and
26. The Manager may set, demand and collect a reasonable service charge to be paid by the Landlord, in respect of any unused premises in part of the Property retained by the Landlord, or let on terms which do not require the payment of a service charge.
27. The Manager is entitled to recover through the service charge the reasonable cost and fees of any surveyors, architects, solicitors, counsel, and other professional persons or firms, incurred by them whilst carrying out their functions under the Order.

Administration Charges

28. The Manager may recover administration charges from individual Tenants for their costs incurred in collecting ground rent, service charges and insurance which includes the costs of reminder letters, transfer of files to solicitors and letters before action. Such charges will be subject to legal requirements as set out in schedule 11 of the Commonhold and Leasehold Reform Act 2002. The Details of the fees charged are set out in the Schedule of additional fees.

Disputes

29. In the event of a dispute regarding the payability of any sum payable under this Order by the lessees, additional to those under the Leases (including as to the remuneration payable to the Manager and litigation costs incurred by the Manager), a Tenant, or the Manager, may apply to the tribunal seeking a determination under section 27A of the Landlord and Tenant Act 1985 as to whether the sum in dispute is payable and, if so, in what amount.
30. In the event of a dispute regarding the payability of any sum payable under this Order by the landlord, other than a payment under a Lease, the Manager or the Landlord may

apply to the tribunal seeking a determination as to whether the sum in dispute is payable and, if so, in what amount.

31. In the event of dispute regarding the conduct of the management of the property by the Manager, any person interested may apply to the Tribunal to vary or discharge the order in accordance with section 24(9) of the Landlord and Tenant Act 1987.
32. In the event of a dispute regarding the reimbursement of unexpended monies at the end of the Manager's appointment, the Manager, a Tenant, or the Landlord may apply to the Tribunal for a determination as to what monies, if any, are payable, to whom, and in what amount.

DIRECTIONS TO LANDLORD

33. The Landlord must comply with the terms of this Order.
34. On any disposition [other than a charge] of the Landlord's estate in the Property, the Landlord will procure from the person to whom the Property is to be conveyed, a direct covenant with the Manager, that the said person will (a) comply with the terms of this Order; and (b) on any future disposition (other than a charge) procure a direct covenant in the same terms from the person to whom the Property is to be conveyed.
35. The Landlord shall give all reasonable assistance and co-operation to the Manager in pursuance of their functions, rights, duties and powers under this Order, and shall not interfere or attempt to interfere with the exercise of any of the Manager's said rights, duties or powers except by due process of law.
36. The Landlord is to allow the Manager and their employees and agents access to all parts of the Property and must provide keys, passwords, and any other documents or information necessary for the practical management of the Property in order that the Manager might conveniently perform their functions and duties and exercise their powers under this Order.
37. Within 30 days from the date of this Order the Landlord must provide all necessary information to the Manager to provide for an orderly transfer of responsibilities, to include the transfer of:
 - (a) all accounts, books and records relating to the Property, including a complete record of all unpaid service charges; and
 - (b) all funds relating to the Property including uncommitted service charges and any monies standing to the credit of a reserve or sinking fund.
38. Pursuant to s 20C, Landlord and Tenant Act 1985, any of the costs incurred by the Respondent in connection with these proceeds are not to be relevant costs for the purpose of determining service charges.

DIRECTIONS TO MANAGER

39. The Manager must adhere to the terms of the Order above.

Entry of a Form L restriction in the Register of the Landlord's Registered Estate

40.To protect the direction in paragraph 34 for procurement by the Landlord, of a direct covenant with the Manager, the Manager must apply for the entry of the following restriction in the register of the Landlord's estate under title no(s) NGL334741.

“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be completed by registration without a certificate signed by the applicant for registration [or their conveyancer] that the provisions of paragraph 34 of an Order of the Tribunal dated 23 June 2025 have been complied with”

Registration

The Manager must make an application to HM Land Registry for entry of the restriction referred to in paragraph 40, within 14 days of the date of this Order.

41. A copy of the Order should accompany the application (unless it is submitted by a solicitor able to make the necessary declaration at Box 8(c) of the RX1 application form). The application should confirm that:

- this is an Order made under the Landlord and Tenant Act 1987, Part II (Appointment of Managers by a Tribunal) and that pursuant to section 24(8) of the 1987 Act, the Land Registration Act 2002 shall apply in relation to an Order made under this section as they apply in relation to an order appointing a receiver or sequestrator of land.
- Consequently, pursuant to Rule 93(s) of the Land Registration Rules 2003, the Manager is a person regarded as having sufficient interest to apply for a restriction in standard Form L or N.

Conflicts of Interest

42. The Manager must be astute to avoid any Conflict of Interest between their duties and obligations under this Order, and their contractual dealings. Where in doubt, the Manager should apply to the Tribunal for directions.

Complaints

43. The Manager must operate a complaints procedure in accordance with, or substantially similar to, the requirements of the Royal Institution of Chartered Surveyors.

Insurance

44. The Manager must maintain appropriate building insurance for the Property and ensure that the Manager's interest is noted on the insurance policy.
45. From the date of appointment, and throughout the appointment, the Manager must ensure that he/she has appropriate professional indemnity insurance cover in the sum of £5 million and shall provide copies of the certificate of liability insurance to the Tribunal, and, upon request, to any Tenant or the Landlord. The Certificate should specifically state that it applies to the duties of a Tribunal appointed Manager.

Accounts

46. The Manager must:

- (a) prepare and submit to the Landlord and the Tenants an annual statement of account detailing all monies receivable, received and expended. The accounts are to be certified by the external auditor, if required under the Leases;
- (b) maintain efficient records and books of account and to produce for these for inspection, to include receipts or other evidence of expenditure, upon request by the Landlord or a Tenant under section 22 Landlord and Tenant Act 1985;
- (c) maintain on trust in an interest-bearing account at such bank or building society, as the Manager shall from time to time decide, into which ground rent, service charge contributions, Insurance Rent, and all other monies arising under the Leases shall be paid; and
- (d) hold all monies collected in accordance with the provisions of the Code.

Repairs and maintenance

47. The Manager must:

- (a) By 5 December 2025 draw up a planned maintenance programme for the period of the appointment, allowing for the periodic re-decoration and repair of the exterior and interior common parts of the Property, as well as any roads, accessways, mechanical, electrical and other installations serving the Property, and shall send a copy to every Tenant and to the Landlord;
- (b) subject to receiving sufficient prior funds:

- (i) carry out all required repair and maintenance required at the Property, in accordance with the Landlord's covenants in the Leases, or as the case may be commence and necessary consultation process under s 20, Landlord and Tenant Act 1985 and Service Charges (Consultation Requirements) (England) Regulations 2003, including instructing contractors to attend and rectify problems, and is entitled to recover the cost of doing so as service charge payable under the Leases or in accordance with the Order.
- (ii) arrange and supervise any required major works to the Property, including preparing a specification of works and obtaining competitive tenders.
- (c) liaise with all relevant statutory bodies in the carrying out of their management functions under the Order; and
- (d) ensure that the Landlord, and the Tenants, are consulted on any planned and major works to the Property and to give proper regard to their views.

48. The Manager has the power to incur expenditure in respect of health and safety equipment reasonably required to comply with regulatory and statutory requirements.

Reporting

49. By no later than six months from the date of appointment (and then annually) the Manager must prepare and submit a brief written report to the Tenants, and the Landlord, on the progress of the management of the Property up to that date, providing a copy to the Tribunal at the same time.

End of Appointment

50. No later than 56 days before the end date, the Manager must:

- (a) apply to the tribunal for directions as to the disposal of any unexpended monies;
- (b) include with that application a brief written report on the progress and outcome of the management of the Property up to that date (a "Final Report"); and
- (c) seek a direction from the tribunal as to the mechanism for determining any unresolved disputes arising from the Manager's term of appointment (whether through court or tribunal proceedings or otherwise).

51. Unless the tribunal directs otherwise the Manager must within two months of the end date:

- (a) prepare final closing accounts and send copies of the accounts and the Final Report to the Landlord and Tenants, who may raise queries on them within 14 days; and

(b) answer any such queries within a further 14 days.

52. The Manager must reimburse any unexpended monies to the paying parties, or, if it be the case, to any new Tribunal appointed Manager within three months of the end date or, in the case of a dispute, as decided by the Tribunal upon an application by any interested party.

Schedule of Additional Fees

a.) Legal Fees

Company Secretarial Service	UPM Fees	
Acting as Company Secretary	£300	+ VAT
Receiving Stock Transfer & issue new/replacement Share Certificate	£85.00	+VAT
Application for Membership	£85.00	+VAT
Filing Dormant Accounts (from)	£75.00	+VAT
Filing Confirmation Statement (from)		
Legal Administration Services		
Responding to pre-contract sales enquiries.	£400	+VAT
LPE1 Management Pack		
Re-mortgage Enquiries (non-standard)	Between £100 - £200	+VAT
NB some lenders required LPE1 Pack so fee would be £400 + VAT		
Solicitors Enquiries	Between £400 - £500	+VAT
LPE1 Management Pack	£400	+VAT
LPE1 Management Pack (expedited 2 days)	£600	+VAT
Only for established blocks (not new handovers) and subject to PM's availability.		
Additional enquiries per question (after issue of pack)	£150	+VAT
Fee is per file/case where additional enquiries are in addition to standard LPE1 enquiries.		
Advising and providing information on the transfer of leases.	£200	+VAT
Fee is included in LPE1 Management Pack.		
This fee is for non-LPE1 Transfer of Equity enquiries.		
Order Land Registry Lease	£30	+VAT
Certificate of Compliance / Certificate of Consent	Between £100 - £150	+VAT
Notice of Charge	£100	+VAT
Notice of Transfer	£100	+VAT
Consent to Sublet	Between £125 - £350	+VAT
Registration of Subletting/Underletting	Between £75 - £125	+VAT
Section 98 Notice	£50	+ VAT
Deed of Covenant (registration fee)	£110	+VAT
Membership registration (on resale)	£100	+VAT
Transfer of share (on resale)	£100	+VAT
Transfer of equity enquiries	£200 + VAT	+ VAT
Licence to Sublet	<i>Non-Urang Fees</i>	

Licence to Assign / Certificate of Consent / Compliance	- request confirmation of fees in writing - subject to solicitor quoting on work.	
Deed of Covenant		
Letter of Consent (keeping a pet)	£50	+ VAT
Minor Alterations (letter of consent) exc. Surveyor Fees e.g. drilling hole for cable, like for like windows/door	£250	+ VAT
Minor Alterations (license to alter) exc. Surveyor Fees e.g. installing single a/c unit, installing new boiler, replacing windows	Between £350 - £1500	+ VAT
Major Alterations (license to alter) exc. Surveyor Fees	Between £2000 - £3000	+ VAT
Major Alterations (works administration)	Between £2000 - £3000	+ VAT
Hourly Rate		
Director/Associate Director	£ 250.00	+VAT
Surveyor	£170.00	+VAT
Senior Property Manager/Accounts Manager / Legal Administrator	£175.00	+VAT
Property Manager/Accounts Manager	£150.00	+VAT
Arrears & Disputes		
First Reminder	-	+VAT
Second Reminder	£100.00	+VAT
Remaining debtors will be billed an administration fee	£250.00	+ VAT
Instruction of solicitor (Urang)	£300.00	+VAT
FTT application and case management	Based on hourly rate	+VAT
Banking		
Returned cheque	£20.00	+VAT
<i>Fees & charges are reviewed annually. Our current fees are noted above.</i>		

b.) Major Works Fees

Management Fee

Urang charge a management fee on the Major Works which is based on the total contract value of the project. It is standard practice to charge 6% for all the preparation before works start and 6% management fee once works are onsite/complete. The payments are split into 4 stages:

1. Notice of Intent – 0.5% (Estimated if value is unknown) with a minimum charge of £500
2. Statement of Estimates (Inc. Tender Analysis) – 4.5%
3. Managing on site works – 3%
4. Final management instalment upon completion of works – 4%

[All above total 12% Management Fee. This is subject to change depending on the value and nature of the works undertaken for each project. Where works are

undertaken by separately appointed professional consultants the total management fee payable to Urang will be reduced to offset the work/services provided and charges made by the other external professional consultants. Please note: there is a minimum fee of £500]

[Where a building requires listed building consent, planning approval etc., the application would be chargeable and not included within the standard 12%. This is not relevant for all buildings, but many in central London.]

Health & Safety Management Fee

Urang charge a 1.5% Management Fee to oversee the H&S works for an internal or external project. Prior to a project starting, each contractor has to be vetted to ensure their company is a suitable and competent company to carry out the works. Each contractor is requested to provide the following documents:

- Contractors Assessment Form (states their Public Liability and Employee insurance, qualifications etc)
- RAMS (Risk and Method Statement)
- Construction Phase Plan

The H&S advisor will review all above documentation and provide feedback to ensure each contractor is competent to carry out the works. Each contractor must be approved by the H&S advisor as Urang will not manage any project if a contractor is unsuitable.

Once works are onsite, the H&S advisor will make regular visits to ensure the contractor is carrying out their duties to ensure there is a safe working environment for their employees. This includes checking scaffolding tags, equipment etc. where necessary.

[Please note: there is a minimum fee of £500.]