



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

Case reference : **LON/00AC/LSC/2025/0930**

Property : **72 Beaufort Park, London NW11 6BX**

Applicants : **Mundana Dabbagh**

Representative : **Akhtar Zare, assisted by Rosanne Schochot**

Respondent : **Beaufort Park Residents Management Ltd**

Representative : **Christopher Sinever of counsel instructed by Brady Solicitors**

Type of application : **An application under section 27A Landlord and Tenant Act 1985**

Tribunal : **Judge Adrian Jack, Tribunal Member
Jennifer Rodericks MRICS**

Date of Decision : **7th October 2026**

DECISION

1. By an application dated 22nd June 2025 the applicant seeks a determination pursuant to section 27A of the Landlord and Tenant Act 1985 of the amounts payable by her in respect of the service charge years 2019-20, 2021-22, 2022-23 and 2023-24. The service charge year runs to 25th December.
2. The applicant lives abroad. She is represented in the current proceedings by her mother, Ms Zare, who lives at the flat. Ms Zare was assisted by a neighbour, Ms Schochot, who has similar issues with the landlord, although these were not before the Tribunal.
3. The applicant's flat is in one of seven small blocks of flats, which together constitute the Beaufort Park estate. The freehold is owned by a company controlled by the tenants. The freehold company at a date which does

not appear in evidence granted Beaufort Park Residents Management Ltd a 999 year lease from 29th September 1976.

4. On 17th April 1972, the then freeholder granted a 99-year lease from 29th September 1971 of Flat 72. On 1st July 2015, there was an agreed lease extension. By this Beaufort Park Residents Management Ltd granted a lease of 999 years less three days from 29th September 1976. The 2015 lease changed one provision relating to subletting in the 1972 lease. Otherwise the 2015 lease was granted on precisely the same terms as the 1972 lease. (Technically the 1972 and 2015 leases are underleases, but we shall refer to them as leases and to Beaufort Park Residents Management Ltd as the landlord rather than as the mesne landlord.)
5. It is unfortunate no attempt was made to update the 1972 lease, when the 2015 extension was granted. Firstly, long leases granted of other flats on the estate are in different terms to that of the 1972 lease in issue in this case. Secondly, no attempt was made to modernise the service charge provisions.

The service charge provisions and demands

6. By clause 2(2) of the 1972 lease the tenant covenanted to pay a proportionate part of the cost of various services, which are set out in twelve Roman numbered paragraphs. It is agreed that that applicant's proportionate part is 0.6858 per cent. Clause 2(2) concludes:

“Such contributions shall be ascertained on the 25th day of December and the 24th day of June in each year and shall be paid on the 25th day of March and the 29th day of September in each year.”

7. There is no provision for payments on account, or for any subsequent adjustment. Nor is there any provision for a sinking or reserve fund.
8. On 20th December 2019 the landlord sent a service charge demand asking for £338.13 for the period 26th December 2019 to 25th March 2020. The face of the demand does not indicate that this is a demand for service charges on account. The obverse of the demand says this:

“Explanation of service charge

A service charge is a maintenance fund to cover the costs of maintaining and insuring the building of which your flat forms part. Service charges are usually calculated annually at a fixed date prescribed by your lease.

At the start of the service charge period, the property manager prepares a budget estimate of the expenses likely to be incurred over the forthcoming year... Interim service charges are then requested from leaseholders based on this budget estimate...

At the end of the service charge period the property manager carries out a reconciliation of the actual expenditure supported by valid invoices compared to the amount of the interim service

charges requested in advance. Any variation between the anticipated expenditure and the actual expenditure being either a surplus or a shortfall is then apportioned to each leaseholder and shown on the next invoice as a 'balancing service charge'.

Where a lease does not provide for interim service charges to be requested in advance, then at the end of the service charge year each leaseholders [*sic*] proportion of the total expenditure for the year will be shown on their invoice as a balancing service charge."

9. There was no dispute that the respondent did not in fact demand service charges in either of these ways. The respondent's practice was to issue demands on account for each quarter. At the end of the service charge year, however, no balancing figure was ever calculated for the tenant. Instead the respondent kept a profit and loss account for the company in which surpluses were credited to a sinking fund and deficits taken from the sinking fund. Further the respondent made no attempt to keep service charge funds in a trust account. Instead, for example, premiums received for lease extensions were put in the same accounts as the service charges. (Later service charges were in a simpler form, but the landlord's case on estoppel is in consequence even weaker.)

The point on validity of the service charge demands

10. Once this became apparent in the course of the hearing, we raised the matter with the parties. On their face there were no valid demands for service charge contributions, because the demands did not reflect the expenditure incurred in the half years to 25th December and 24th June. Instead they were demands for payment on account, which were not justified under the lease.
11. We raised this matter with counsel for the respondent. He made two points. Firstly, he submitted that the Tribunal should not raise the matter of its own volition, where it was not a point taken by the tenant herself. Secondly, he submitted that in any event there was an estoppel by convention.
12. We agree that the Tribunal should be wary of raising points of its own volition. However, we are an expert tribunal. The tenant here was represented by her mother, Ms Zare, who was an obviously vulnerable individual with no understanding of landlord-and-tenant law. She was assisted by Ms Schocot, who was somewhat more articulate, but she did not know any law either. Indeed some of the points Ms Schocot raised were based on the terms of her own 1978 lease, which was in different terms to the 1972/2015 leases, but it took some persuasion on our part for her to realise that this was a complete answer to some of her points. Neither the Tribunal's rules nor its directions require the precision of pleadings in the Chancery Division of the High Court.
13. The classic exposition of the Tribunal's function is that of His Honour Judge Mole QC in *Regent Management Ltd v Jones* [2012] UKUT 369 (LC), who said:

“The LVT is perfectly entitled, as an expert tribunal, to raise matters of its own volition. Indeed it is an honourable part of its function, given that part of the purpose of the legislation is to protect tenants from unreasonable charges and the tenants, who may not be experts, may have no more than a vague and unfocussed feeling that they have been charged too much. But it must do so fairly, so that if it is a new point which the tribunal raise, which the respondent has not mentioned, the applicant must have a fair opportunity to deal with it.”

14. In the current case, having identified this point, we adjourned for lunch so that Mr Sinever could take instructions and investigate the law. After the adjournment, Mr Sinever said that the respondent relied the principle of estoppel by convention, as approved by the Upper Tribunal in *Admiralty Park Management Co Ltd v Ojo* [2016] UKUT 421 (LC). We consider that the landlord was able to respond to the point and that the fundamental fairness of the proceedings was preserved.

Estoppel by convention

15. Mr Sinever was happy to take the law on estoppel by convention as described by Lord Steyn in *The Republic of India v India Steam Ship Company Ltd* [1998] AC 878. He said:

“It is settled that an estoppel may arise where parties to a transaction act on an assumed state of facts or law, the assumption being either shared by both of them or made by one and acquiescing by the other. The effect of the estoppel by convention is to preclude a party from denying the assumed facts or law if it would be unjust to allow him to go back on an assumption.... it is not enough that each of the two parties acts on an assumption not communicated to the other. But it was rightly accepted by counsel for both parties that a concluded agreement is not required for an estoppel by convention.”

16. In *Admiralty Park*, the tenant’s flat was in one of several blocks on the estate. The parties had for many years calculated the tenant’s contribution to the service charge account on the basis of expenditure on the estate, whereas the lease provided for a contribution based on expenditure on the building. It is easy on these facts to infer that everyone proceeded on the basis of division of estate charges rather than block charges.
17. The current case is different. It is not in our judgment possible to establish the assumption was on which the parties proceeded. The assumption must be capable of being stated in concrete terms. Here, the “explanation of service charge” on the demand sets out two ways in which the service charge might be demanded: firstly, if the lease provides for an interim service charge, and secondly, if the lease does not. Here the lease does not provide for interim service charges, so the

representation made in the service charge demand is that this second limb is applicable. However, it is common ground that the service charge demands did not show the “proportion of the total expenditure for the year... shown on [the] invoice as a balancing service charge”. There is thus no scope for an estoppel, because the service charge contribution claimed did not match the assumption generated by the representation in the second limb of the “explanation of service charge”.

18. In some cases, it might be possible for a landlord to rely on the first limb. However, this would depend on the service charge procedure set out in the first limb being followed by the landlord and the tenant acquiescing in the procedure. This would involve the interim service charge demand being followed by a reconciliation and the entry of a “balancing service charge” on the next demand. The reconciliation and entry of a “balancing service charge” was never done, so there has never been any scope for the tenant to acquiesce in the first limb procedure.
19. Mr Sinever submitted that the document at page 215 of the main bundle was a final account, but this is manifestly not the case. The document is dated 26th March 2026 and purports to be accounts for the period 26th December 2019 to 25th December 2020. However, all the figures are described as “estimated expenditure” and estimated expenditure is clearly what they are. Almost all the figures are round numbers, such as a figure of £1,000 for pest control. In other words, even six years after the expenditure the landlord has been unable to produce final accounts.

Conclusion on the validity of the service charge demands

20. Accordingly, in our judgment none of the service charge demands are valid. At present nothing is owed. This does not, however, prevent the landlord serving fresh demands.

Whether to determine some items of dispute

21. We have considered whether it was appropriate for us to go on and determine what sums might be due in the event that valid demands were served in due course. We decided that this was not appropriate for three reasons.
22. Firstly, the landlord has not prepared final figures for what might properly be demanded of this tenant under the terms of her lease. There are company accounts prepared for the landlord, which might be used in place of service charge accounts. However, the company accounts, as one would expect, include company expenses and income which do not form part of a service charge account. It is not for the Tribunal to calculate itself figures, for example, for “balancing service charges”.
23. Secondly, the presentation of the case has been chaotic. There were three electronic bundles before us comprising 3,307 pages, 114 page and 52 pages respectively. This is largely because of the form of the Scott

Schedule. The tenant and her mother prepared their part of the Scott Schedule, but did not understand what was required.

24. Instead of doing entries by year and then specifying disputes item by item in a line by line fashion, the Scott Schedule, as drafted by the tenants, consists of nine lines. Each line represents a topic (not even a year). Thus the first line has four boxes in it. The first box reads: "Repairs and Maintenance"; the second box for tenant's comments: "NO INVOICE + S22 REQUEST". The third box for landlord's comments says: "The Respondent disputes this allegation. Relevant invoices and supporting documentation are disclosed with the Respondent's evidence. The expenditure relates to repair and maintenance obligations recoverable pursuant to the lease covenants. The Respondent further relies upon witness evidence regarding inspections, maintenance works and contractor attendance." The last box is blank for the Tribunal's determination.
25. The landlord has throughout been professionally represented. It would have been perfectly well able to raise the problem of the tenant not having understood the requirements of Scott Schedule with her mother. If necessary it could have applied to the Tribunal for an order. Instead the landlord appears to have been happy to allow matters to proceed in a manner which made proper determination of the issues on individual items almost impossible. The whole purpose of a Scott Schedule, as the landlord must well know, is to focus on individual items of expenditure.
26. Thirdly, we did try to see if some progress could be made on at least some individual items. Of these the biggest and most controversial was asbestos removal. The background to this is that some of the blocks (but not this tenant's block) had historically had a communal boiler which provided heating and hot water. The leases on the estate excluded expenditure on boiler maintenance etc in respect of flats in blocks which did not benefit from the communal heating system. The boilers have long since ceased to operate and were not replaced. There was, however, a residual problem of the pipes from the boilers being lagged with asbestos. There has been an ongoing issue on the estate as to the cost and the incidence of the cost of asbestos removal. This has resulted in a previous case before the Tribunal involving a different tenant and different form of lease.
27. We do not determine the issues around asbestos, but the tenant has raised a case to answer that the work was never done or never done properly. (She also has an argument that under the terms of *her* lease, she is not liable for the asbestos removal, but again we do not determine this.) Main bundle page 226 shows (or purports to show) payments between 31st January 2020 and 14th April 2020 in respect of asbestos works. Payments of £25,000, £30,000 and £28,000 were made to "Enviroclean Consultants". There are invoices at pages 227, 228 and 230. From this it appears that Enviroclean Consultants is not a limited company, which is surprising if this is a *bona fide* asbestos removal company. (No partners are named, if it is a partnership.) Nor do they

appear to be registered for VAT, which given the size of sums paid is again surprising. No evidence of payment (for example in the form of bank statements) has been adduced.

28. The tenants earlier in the dispute had raised an issue about the consultation which resulted in this firm being selected for the work. In an email of 29th August 2025 from Mr Bennett, the managing agent, he said the three companies which were the subject of the section 20 consultation for this work had company registration numbers 1063854, 6706674 and 5304604. The middle company, he said, was the one selected. The number 6706674 is, however, that of Electronic Confirmation Consultants Ltd, which had been dissolved on 21st September 2010.
29. Given the chaotic presentation of both sides' cases, we did not feel we could fairly determine the issues, even just in relation to this one item. The matter was listed for a one-day hearing, but given all the potential issues on individual items and the absence of any proper Scott Schedule setting out the precise disputes on individual items much longer would be required.

Costs

30. The incidence of the payment of the fees payable to the Tribunal are within our discretion. Since the respondent has lost, in our judgment it should pay the application fee of £114 and the hearing fee of £227.
31. The tenant applies for an order preventing the landlord from recovering its costs against her through the service charge. Since the landlord has lost comprehensively in our judgment it is appropriate to make such an order.

DETERMINATION

- (a) At present, nothing is owed by the tenant in respect of service charges in the years 2019-20, 2021-22, 2023-24 and 2024-25. It is nonetheless open to the respondent to serve demands complying with requirements of the lease.
- (b) The respondent shall within 28 day pay the application £341 in respect of the fees payable to the Tribunal.
- (c) Pursuant to section 20C of the Landlord and Tenant Act 1985 the landlord be prevented from recovering its costs of and in these proceedings from the tenant.

Name: Judge Adrian Jack

Date: 7th October 2026

SCHEDULE OF LEGISLATION

Landlord and Tenant Act 1985 (as amended)

Section 18

- (1) In the following provisions of this Act "service charge" 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.
- (2) The relevant costs are 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.
- (3) For this purpose -
 - (a) "costs" includes overheads, and
 - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

- (1) 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 provisions 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.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A

- (1) 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.

- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—
 - (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which—
 - (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

Section 20

- (1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—
 - (a) complied with in relation to the works or agreement, or
 - (b) dispensed with in relation to the works or agreement by (or on appeal from) the appropriate tribunal .
- (2) In this section “relevant contribution”, in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.
- (3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.
- (4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—
 - (a) if relevant costs incurred under the agreement exceed an appropriate amount, or
 - (b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.

- (5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—
 - (a) an amount prescribed by, or determined in accordance with, the regulations, and
 - (b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.
- (6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.
- (7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.]

Section 20B

- (1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.
- (2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

Section 21B

- (1) A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges.
- (2) The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.
- (3) A tenant may withhold payment of a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.

- (4) Where a tenant withholds a service charge under this section, any provisions of the lease relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it.
- (5) Regulations under subsection (2) may make different provision for different purposes.
- (6) Regulations under subsection (2) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

The Service Charges (Consultation Requirements) (England) Regulations 2003

REGULATION 2(1)

In these regulations... "relevant period", in relation to a notice, means the period of 30 days beginning with the date of the notice...

SCHEDULE 4 PART 2

CONSULTATION REQUIREMENTS FOR QUALIFYING WORKS FOR WHICH PUBLIC NOTICE IS NOT REQUIRED

Notice of intention

1.—(1) The landlord shall give notice in writing of his intention to carry out qualifying works—

- (a) to each tenant; and
- (b) where a recognised tenants' association represents some or all of the tenants, to the association.

(2) The notice shall—

- (a) describe, in general terms, the works proposed to be carried out or specify the place and hours at which a description of the proposed works may be inspected;
- (b) state the landlord's reasons for considering it necessary to carry out the proposed works;
- (c) invite the making, in writing, of observations in relation to the proposed works; and
- (d) specify—
 - (i) the address to which such observations may be sent;
 - (ii) that they must be delivered within the relevant period; and
 - (iii) the date on which the relevant period ends.

(3) The notice shall also invite each tenant and the association (if any) to propose, within the relevant period, the name of a person from whom the landlord should try to obtain an estimate for the carrying out of the proposed works.

Inspection of description of proposed works

2.—(1) Where a notice under paragraph 1 specifies a place and hours for inspection—

- (a) the place and hours so specified must be reasonable; and
- (b) a description of the proposed works must be available for inspection, free of charge, at that place and during those hours.

(2) If facilities to enable copies to be taken are not made available at the times at which the description may be inspected, the landlord shall provide to any tenant, on request and free of charge, a copy of the description.

Duty to have regard to observations in relation to proposed works

3. Where, within the relevant period, observations are made, in relation to the proposed works by any tenant or recognised tenants' association, the landlord shall have regard to those observations.

Estimates and response to observations

4.—(1) Where, within the relevant period, a nomination is made by a recognised tenants' association (whether or not a nomination is made by any tenant), the landlord shall try to obtain an estimate from the nominated person.

(2) Where, within the relevant period, a nomination is made by only one of the tenants (whether or not a nomination is made by a recognised tenants' association), the landlord shall try to obtain an estimate from the nominated person.

(3) Where, within the relevant period, a single nomination is made by more than one tenant (whether or not a nomination is made by a recognised tenants' association), the landlord shall try to obtain an estimate—

- (a) from the person who received the most nominations; or
- (b) if there is no such person, but two (or more) persons received the same number of nominations, being a number in excess of the nominations received by any other person, from one of those two (or more) persons; or
- (c) in any other case, from any nominated person.

(4) Where, within the relevant period, more than one nomination is made by any tenant and more than one nomination is made by a recognised tenants' association, the landlord shall try to obtain an estimate—

- (a) from at least one person nominated by a tenant; and
- (b) from at least one person nominated by the association, other than a person from whom an estimate is sought as mentioned in paragraph (a).

(5) The landlord shall, in accordance with this sub-paragraph and sub-paragraphs (6) to (9)—

- (a) obtain estimates for the carrying out of the proposed works;

- (b) supply, free of charge, a statement ('the paragraph (b) statement') setting out—
 - (i) as regards at least two of the estimates, the amount specified in the estimate as the estimated cost of the proposed works; and
 - (ii) where the landlord has received observations to which (in accordance with paragraph 3) he is required to have regard, a summary of the observations and his response to them; and
 - (c) make all of the estimates available for inspection.
- (6) At least one of the estimates must be that of a person wholly unconnected with the landlord.
- (7) For the purpose of paragraph (6), it shall be assumed that there is a connection between a person and the landlord—
- (a) where the landlord is a company, if the person is, or is to be, a director or manager of the company or is a close relative of any such director or manager;
 - (b) where the landlord is a company, and the person is a partner in a partnership, if any partner in that partnership is, or is to be, a director or manager of the company or is a close relative of any such director or manager;
 - (c) where both the landlord and the person are companies, if any director or manager of one company is, or is to be, a director or manager of the other company;
 - (d) where the person is a company, if the landlord is a director or manager of the company or is a close relative of any such director or manager; or
 - (e) where the person is a company and the landlord is a partner in a partnership, if any partner in that partnership is a director or manager of the company or is a close relative of any such director or manager.
- (8) Where the landlord has obtained an estimate from a nominated person, that estimate must be one of those to which the paragraph (b) statement relates.
- (9) The paragraph (b) statement shall be supplied to, and the estimates made available for inspection by—
- (a) each tenant; and
 - (b) the secretary of the recognised tenants' association (if any).
- (10) The landlord shall, by notice in writing to each tenant and the association (if any)—
- (a) specify the place and hours at which the estimates may be inspected;
 - (b) invite the making, in writing, of observations in relation to those estimates;
 - (c) specify—
 - (i) the address to which such observations may be sent;

- (ii) that they must be delivered within the relevant period; and
- (iii) the date on which the relevant period ends.

(11) Paragraph 2 shall apply to estimates made available for inspection under this paragraph as it applies to a description of proposed works made available for inspection under that paragraph.

Duty to have regard to observations in relation to estimates

5. Where, within the relevant period, observations are made in relation to the estimates by a recognised tenants' association or, as the case may be, any tenant, the landlord shall have regard to those observations.

Duty on entering into contract

6.—(1) Subject to sub-paragraph (2), where the landlord enters into a contract for the carrying out of qualifying works, he shall, within 21 days of entering into the contract, by notice in writing to each tenant and the recognised tenants' association (if any)—

- (a) state his reasons for awarding the contract or specify the place and hours at which a statement of those reasons may be inspected; and
- (b) where he received observations to which (in accordance with paragraph 5) he was required to have regard, summarise the observations and set out his response to them.

(2) The requirements of sub-paragraph (1) do not apply where the person with whom the contract is made is a nominated person or submitted the lowest estimate.

(3) Paragraph 2 shall apply to a statement made available for inspection under this paragraph as it applies to a description of proposed works made available for inspection under that paragraph.