



The Scheme of Management

THE *Dulwich*
ESTATE

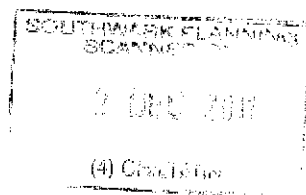
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Registered Charity No.312751

THE SCHEME OF MANAGEMENT

November 1999



Explanatory Note (not forming part of the Scheme)

The attached copy of the Scheme of Management is in the form as now approved by the Leasehold Valuation Tribunal and the Lands Tribunal. Some minor alterations are proposed to be made, through the mechanism of a Correction Certificate. An application for a Certificate is about to be made to the Leasehold Valuation Tribunal.

1. Pursuant to Section 19 of the Leasehold Reform Act 1967 the Scheme of Management for the Dulwich Estate was approved in January 1974 by Mr Justice Walton in the High Court of Justice, Chancery Division (Reference: 1970 A 4055).

The Scheme has been varied from time to time as follows:

a) By the High Court in July 1990:

i) amendment to Clause 10(b) inserting the words '(or immediately before the end of the fourth year of the period in the case of the period commencing 1st April 1986)' to ensure that the clause was operable for that period, following the abolition of rateable values for domestic properties

ii) amendment to the Schedule to the Scheme, by the addition of Item 12.

b) By the Leasehold Reform Housing and Urban Development Act 1993:

Section 75 (1) substituted the Leasehold Valuation Tribunal for the High Court, as the body with power to approve applications to vary, exclude part of the area or terminate Estate Management Schemes. Clause 13(a) of the Scheme was amended by that section of the Act.

c) By the Leasehold Valuation Tribunal in January 1997:

i) amendment to Clause 10 of the Scheme by the incorporation of 10 (bb) relating to the management charge for the period commencing 1 April 1991

ii) amendment to Clause 13 (b) by substituting the Leasehold Valuation Tribunal for the High Court as the body able to approve transfer of powers under the Scheme

iii) amendment to the Schedule to the Scheme, by the addition of Item 13.

d) By the Leasehold Valuation Tribunal in October 1997:

i) amendment to Clause 1 of the Scheme by the incorporation of:

1(c)(ii) relating to amendment of the Leasehold Reform Act 1967 by the Leasehold Reform Housing and Urban Development Act 1993

1(e)(i) by the insertion of "Clause 4 and"

ii) amendment to Clause 9(a) of the Scheme by the addition of the words "and in relation to enfranchised properties the Managers shall have regard to such statutory provisions as would have applied to such costs of maintenance had the enfranchised properties still been leasehold"

iii) amendment by the addition of Clause 10A relating to the management charge for periods commencing 1 April 1996

iv) amendment to Clause 11 by substituting the base rate of Barclays Bank Plc for the Bank of England Base Rate

v) amendment to Clause 17 by the addition of (c) relating to matters which can be referred to arbitration

vi) amendment to the Schedule to the Scheme by the addition of Item 14

vii) amendment by the addition of the Appendix defining the amenity areas.

e) By the Lands Tribunal in March 1998:

Amendment to Clause 1(c)(ii) by the insertion of sub-clause (bb).

2. It has been agreed in November 1999 between the Managers and the amenity societies represented on the Advisory Committee that two inconsistencies between the formal applications made to the Leasehold Valuation Tribunal and the Tribunal's Determination are to be treated as follows:

(i) Clause 10A – Definition of Amenity Expenditure:

The application made to the Tribunal refers to the cost of "cleansing, maintaining or repairing" certain private roads, following the precedent of the Scheme as originally approved. The Tribunal's determination contains a reference to 'replacing' the roads; it is clear from the application and the precedent that the reference could not have been intended; the word 'repairing' is therefore retained in the Scheme.

(ii) Clause 10A(6)(c):

The application made included the word "Manager" in error, in the third line. It is agreed that the word "Managers" is to be used, for consistency with the definition and use of "Managers" in the Scheme generally.

3. In 1994, the High Court considered the test to be applied upon arbitration (Clause 17) when considering whether the Managers' consent had been unreasonably withheld (Clause 15). The Court held that the issue was not one at large as to whether consent should or should not have been given; the issue was whether the Managers acted unreasonably in refusing consent. Accordingly, so long as the Managers reach a decision which a reasonable Manager could reach, their decision cannot be overturned. Copies of the Judgement of the Vice Chancellor, Sir Donald Nicholls, may be obtained from the Dulwich Estate.

4. By a Scheme of the Charity Commission of 31 July 1995, the charity known as the Estates Governors of Alieyn's College of God's Gift at Dulwich was re-named The Dulwich Estate and its governing body retitled Trustees. A separate board of Trustees was formed for the Almshouses branch, which is now known as the Dulwich Almshouse Charity. The Charities retain their registration numbers, respectively 312751 and 207167. References in the Scheme to the Estates Governors should therefore now be read as referring to the Estate Trustees.

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THE LEASEHOLD REFORM ACT 1967
AND
THE LEASEHOLD REFORM HOUSING AND URBAN DEVELOPMENT ACT 1993
SCHEME OF MANAGEMENT

1. In this Scheme the following expressions bear the following meanings namely:

(a) "the Estate" means (subject to the proviso to paragraph (g) below) the Dulwich College Estates situate in the London Boroughs of Southwark Lambeth and Lewisham and shown edged with a double green and black line on the plan being exhibit "G V W 3" to the Affidavit of Gerald Victor White sworn on the 23rd day of August 1972 recited in the Order of the High Court of Justice approving the Scheme in proceedings the reference to the Record whereof is 1970 A No 4055 excluding the alien freeholds shown on the said plan as "Land Conveyed"

(b) "the Estates Governors" means the Estates Governors of Alleyn's College of God's Gift at Dulwich

(c) "enfranchised property" means any property in respect of which the following conditions are satisfied namely:

- (i) it was formerly the freehold of the Estates Governors and
- (ii) the freehold was acquired from the Estates Governors

either (aa) pursuant to Part I of the Leasehold Reform Act 1967 as amended by Sections 63, 64 and 65 of the Leasehold Reform, Housing and Urban Development Act 1993 after approval of the Scheme by the High Court

or (bb) pursuant to Part I Chapter I of the said Act of 1993

or (cc) (whether before or after approval of the Scheme by the High Court) on such terms as to make it subject to the provisions of the Scheme.

(d) "the date of enfranchisement" means the date of the conveyance whereby the freehold of an enfranchised property ceased to be the freehold of the Estates Governors

(e) "owner" in respect of an enfranchised property means and includes every person (other than a mortgagee not in possession) who is from time to time occupying or interested in that property

Provided that for the purposes of

- (i) Clause 2(a) so far as it relates to Clause 4 and to reinstatement under Clause 5
- (ii) Clause 11 except in its application to the management charge
- (iii) Clauses 12 and 13

the expression "owner" shall only include a person holding an interest which is freehold or if leasehold was at the time of its creation for a term of 7 years or more and in those Clauses the word "ownership" shall be construed accordingly

(f) "the Scheme" means this Scheme as varied from time to time.

(g) "the Managers" means the Estates Governors or (as regards powers and rights transferred under clause 13 of the Scheme) the body in whom such powers and rights are for the time being vested Provided that if at any time powers and rights under the Scheme shall be vested in different bodies in respect of different areas formerly forming part of the Estate then as regards each such area the expression "the Managers" shall mean the body in which such powers and rights over such area are then vested and the expression "the Estate" shall mean that area

2. (a) The Scheme shall apply to each enfranchised property as from the date of enfranchisement and shall be enforceable by the Managers against every person who shall for the time being be an owner in respect thereof as if such person had covenanted with the Managers to be bound by the Scheme
- (b) The Managers shall be treated as the landlord for the time being for the purposes of the Scheme
3. (a) No material alteration shall be made to the external appearance of any building or structure for the time being on an enfranchised property and no new or additional building or structure shall be built or erected thereon so as to be visible at ground level from beyond the boundaries of the same without (in any such case) the prior written approval of the Managers
- (b) Before or as a term of giving such approval the Managers may:
- (i) require the submission of drawings specifications and details of the proposed works
 - (ii) impose such reasonable conditions for regulating the redevelopment use or appearance of the property (including conditions relating to the time of commencement and completion of any works and the manner of carrying out the same conditions restricting the period of any authorised use and conditions calculated in the opinion of the Managers to preserve or improve the character of the neighbourhood from the point of view of architecture landscaping or town planning) as the Managers shall think fit
- (c) All reasonable costs incurred by the Managers (including the fees of surveyors and other experts) in connection with the application for approval and the consideration thereof whether the same shall be granted or not shall be borne and paid by the applicant and shall be charged upon the enfranchised property
4. The exterior and structural parts of all buildings from time to time on an enfranchised property and all other structures thereon (including boundary walls and fences) shall be kept in good repair and properly cleaned and decorated in a proper and workmanlike manner in colours in harmony with other properties in the vicinity and all gardens thereon shall be kept properly cultivated and free from weeds and all gardens and other open spaces shall be kept free from litter and refuse and in a clean and tidy condition
5. If any building or structure on an enfranchised property shall be destroyed or damaged by fire tempest or other cause the same shall within a reasonable time be rebuilt or reinstated so that (unless the Managers shall have consented otherwise in writing) the exterior of the property shall as far as it is practicable and reasonable in the circumstances be restored to its former appearance
6. (a) Without the prior consent in writing of the Managers no enfranchised property shall be used for any purpose whatsoever other than that for which it could lawfully be used immediately before the date of enfranchisement and without prejudice to the generality of the foregoing no property or part of a property which could only lawfully be used for one occupation at that time shall be used for two or more occupations
- (b) Without the prior consent of the Managers:
- (i) no trees of any kind (other than fruit trees shrubs and seedlings) at any time growing on any enfranchised property shall be lopped topped cut down destroyed or removed

(ii) no temporary building trailer caravan boat or commercial vehicle and no other moveable object to which exception shall reasonably be taken by the Managers or by any neighbouring owners or occupiers shall be placed or kept on any part of any enfranchised property so as to be visible at ground level beyond its boundaries and

(iii) no inscription placards posters advertisements or notices of any kind shall be placed or exhibited on any enfranchised property so as to be visible beyond its boundaries **PROVIDED** that this restriction shall not apply to notices of a usual character indicating that the property is for sale or to be let or to notices relating to a specific function or event exhibited for a period not exceeding 21 days.

(c) No washing clothing or similar articles shall be hung out or exposed on any enfranchised property so as to be visible at ground level beyond its boundaries save only that the rear garden (if any) may be used for such purposes between the hours of 7.00 a.m. and 5.00 p.m. Mondays to Fridays and 7.00 to 12.00 noon on Saturdays (Good Friday, Christmas Day and other public holidays excepted)

(d) Nothing shall be done upon any enfranchised property which may be or grow to be a nuisance annoyance or damage to any neighbouring owners or occupiers or which the Managers shall reasonably consider to be detrimental to the neighbourhood

7. No owner of any enfranchised property shall park or permit or suffer any resident therein or employee or visitor to his property to park any vehicle on any private road on the Estate so as to cause an obstruction

8. (a) The Managers and all persons authorised by them may from time to time (but not more often than once a year unless in the meantime the Managers have reasonable grounds for suspecting a breach of any of the provisions of the Scheme) on giving reasonable prior notice enter any enfranchised property or any part thereof at any reasonable time for the purpose of ascertaining whether the Scheme is being complied with in respect of that property

(b) Any owner of an enfranchised property to whom notice of any breach of the obligations imposed by the Scheme shall be given by the Managers shall if in default be bound to commence to make good such breach within three months after service of such notice and thereafter proceed diligently with the work and in default thereof and whether or not there shall be any other person also liable the Managers and any persons authorised by them may enter the enfranchised property and take such steps and carry out such works as the Managers shall reasonably think necessary to make good the breach

(c) All reasonable costs and expenses incurred under sub-clause (b) of this clause by the Managers in case of default of the owner shall be recoverable by them and shall be charged upon the enfranchised property

9. (a) If any enfranchised property shall at the date of enfranchisement form part of a group of properties of which any not already enfranchised are and any already enfranchised shall have been subject to leases requiring lessees to contribute to the cost of maintenance of any private ways car parks garages forecourts enclosures lawns gardens boundary walls entrance gates sewers drains pipes wires cables or other things used or enjoyed in common by the occupiers of the said group of properties then notwithstanding enfranchisement the provisions of any such lease of an enfranchised property in force immediately before the date of enfranchisement and relating to contributions to the cost of maintenance of the things aforesaid or any of them shall be deemed to remain in force and shall bind the enfranchised property during the subsistence of the Scheme and in relation to the enfranchised properties the Managers shall have regard to such statutory provisions as would have applied to such costs of maintenance had the enfranchised properties still been leasehold

(b) All sums payable under this clause shall be paid to and be recoverable by the Managers and shall be charged upon the enfranchised property

10. (a) There shall be payable to the Managers in respect of each enfranchised property a periodic management charge towards the costs incurred by the Managers in respect of the matters specified in the Schedule hereto and in the reasonable opinion of the Managers not otherwise recoverable. The periods for which the management charge shall be payable shall be successive periods of five years from the 1st April 1971 and as regards any broken period from the date of enfranchisement the management charge shall be apportioned in respect of time accordingly

(b) The management charge payable in respect of each enfranchised property for each period shall be such proportion of the total costs of the Managers in respect of the matters aforesaid during the period in question calculated in accordance with paragraph (c) below as the net rateable value of the enfranchised property at the beginning of the fifth year of the period (or immediately before the end of the fourth year of the period in the case of the period commencing 1st April 1986) bears to the total net rateable value at the same date of all enfranchised properties and of all properties owned by the Estates Governors on the Estate

(bb) In respect of the period commencing 1 April 1991, sub-clause (b) shall apply subject to the following special provisions for attributing a net rateable value to all enfranchised properties and all properties owned by the Estates Governors on the Estate as at the beginning of the fifth year of the period in question (hereinafter in this sub-clause called "the material date")

(i) The net rateable value as at 31 March 1990 of each property which had a rateable value as at 31 March 1990 shall (subject to (ii)) be deemed to be its net rateable value at the material date

(ii) The net rateable value of any property which shall have been demolished on or before the material date shall be deemed to be nil at the material date.

(iii) (a) As respects any property which (having been constructed on or after 31 March 1990 or for any other reason) had not been attributed a rateable value as at 31 March 1990, the net rateable value which ought to have been attributed to such property as at 31 March 1990 (had it then been constructed) shall be determined by the Managers and shall be deemed to be its net rateable value at the material date

(b) In the event of an owner of any such property as is mentioned in (a) disputing such net rateable value, the determination of such value shall be referred to an independent professional valuer, to be appointed by the President of the Royal Institution of Chartered Surveyors on the application of the Managers or the owner. The net rateable value shall then be determined by the valuer acting as an expert. Such determination shall be final and binding in all respects. The fees and disbursements of the valuer shall be met by the Managers, save that where the valuer determines a value equal to or greater than the value appealed against, the fees and disbursements shall be borne by the disputing owner, and the Managers may recover their expenses incurred in respect of the dispute from the disputing owner

(c) The total costs of the Managers for each period in respect of the matters specified in the Schedule hereto shall be taken to be 125 per cent of the actual costs incurred in respect of the matters aforesaid during the first four years of the period

(d) The management charge for each period shall become due on the date three months before the end of that period and shall be payable on that date by any person who is then an owner of the enfranchised property and shall be a charge thereon

(e) The Managers shall keep an account of the debits and credits relevant to the calculation of the management charge and such account shall be audited by a chartered accountant as soon as practicable after the end of the fourth year of each period. The audited account shall be binding upon the Managers and all owners and shall be made available for inspection by owners at reasonable hours by prior appointment and copies shall be made available to owners upon payment of a reasonable fee

10A (1) With effect on and from 1st April 1996 this paragraph shall apply

(2) The following expressions bear the following meanings for the purpose of this clause

“Accounting Period” means a period of 12 months commencing on 1st April (or such other period commencing on such date as the Managers may in their discretion from time to time determine as being that for which their accounts either generally or relating to the Scheme shall be made up)

“the Amenity Areas” means the areas on the Estate specified in the Appendix hereto but excluding any which may be sold or otherwise disposed of

“Amenity Expenditure” means the cost to the Managers in each Accounting Period of doing the following or any of them in an economical and efficient manner

(a) in relation to any Amenity Area which is a private road cleansing maintaining or repairing the same and

(b) as regards all other Amenity Areas cleansing maintaining keeping in good and substantial repair replacing and renewing (not being development) anything in on under or over the same and

(c) the administration and management of the matters specified in the preceding paragraphs (a) and (b) which (for the avoidance of doubt) may include costs of the Managers of and incidental to any application to vary the provisions of Clause 10A of the Scheme including the costs of any other person which are ordered to be paid by the Managers on such application and

(d) Any matters specified in the preceding paragraphs (a) (b) and (c) relating to any previous Accounting Period which has not previously been brought into charge

and which in the reasonable opinion of the Managers is not otherwise recoverable

“Basic Expenditure” means the cost to the Managers in each Accounting Period of

(a) operating the Scheme which (for the avoidance of doubt) may include costs of the Managers of and incidental to any application to vary the provisions of Clause 10A of the Scheme to the extent that the application does not relate to Amenity Expenditure including the costs of any other person which are ordered to be paid by the Managers on such application and

- (b) operating the Scheme in any previous Accounting Period which has not previously been brought into charge

and which in the reasonable opinion of the Managers is not otherwise recoverable

“the Basis of Apportionment” means in respect of any Accounting Period such basis of apportionment as the Surveyors determine to be fair and equitable for that Accounting Period

“Discharged Property” means any property on the Estate in respect of which the following conditions are satisfied namely

- (a) it was formerly the freehold of the Estates Governors and
- (b) the freehold is or shall have been acquired from the Estates Governors after 31 March 1996 on such terms that it is not made subject to the provisions of the Scheme

“Estates Governors’ Properties” means all freehold properties of the Estates Governors on the Estate

“the Estimated Management Charge” means the sum assessed or caused to be assessed by the Managers as an estimate of and on account of the Management Charge

“Hereditament” means a unit of property which is or would fall to be shown as a separate item in any valuation list or rating list prepared for the relevant local authority

“the Management Charge” means a sum equivalent to

- (a) the proportion of Amenity Expenditure attributable to a Hereditament apportioned in accordance with the Basis of Apportionment as between each Hereditament in every enfranchised property every Discharged Property and the Estates Governors’ Properties and
- (b) the proportion of the Basic Expenditure attributable to a Hereditament apportioned in accordance with the Basis of Apportionment as between each Hereditament in every enfranchised property and every Discharged Property

“the Managers’ Certificate” means a Certificate to be prepared as soon as practicable after the end of any Accounting Period showing

- (a) the number of Hereditaments in each of the enfranchised properties the Discharged Properties and the Estates Governors’ properties on the Estate two months before the end of that Accounting Period
- (b) the Basis of Apportionment for the Accounting Period
- (c) separately the Basic Expenditure and the Amenity Expenditure
- (d) the Management Charge

"Surveyors"

means a chartered surveyor or a firm of chartered surveyors appointed by the Managers with the approval of the majority of those members of the Advisory Committee nominated by the residents or amenity societies and in the absence of approval appointed on the application of the Managers by the President for the time being of the Royal Institution of Chartered Surveyors

- (3) For the purposes of calculating the Management Charge the number of properties in each of the categories of enfranchised properties Discharged Properties and Estates Governors' Properties shall be the number of Hereditaments in each of those categories two months before the end of the Accounting Period
- (4) For each Accounting Period the Surveyors shall
 - (a) at their absolute discretion determine the Basis of Apportionment which shall (if practicable) be determined in advance of or as early as may be in the Accounting Period and in any event before its expiry and
 - (b) forthwith notify the Basis of Apportionment to the Managers
- (5)
 - (a) The Managers shall keep an account relevant to the calculation of the Management Charge which will show separately (i) debits and credits relevant to the calculation of the Management Charge (ii) the Basic Expenditure and the Amenity Expenditure and (in each case) the categories of constituent expenditure and the amount within each category and (iii) the number of Hereditaments in each of the enfranchised properties the Discharged Properties and the Estates Governors' Properties
 - (b) The account kept by the Managers shall be audited by a chartered accountant as soon as practicable after the end of each Accounting Period
 - (c) The audited account shall be binding upon the Managers and all owners and shall be made available for inspection by owners at reasonable hours by prior appointment and copies shall be made available to owners upon payment of a reasonable fee
- (6)
 - (a) The Managers shall as soon as practicable after the audited account is available supply a draft of the Managers' Certificate to the Advisory Committee and the Managers shall have regard to any representations made to them by the members of the Advisory Committee as to the same within 14 days of the draft being supplied to them
 - (b) The Managers shall as soon as practicable after the end of the Accounting Period issue the Managers' Certificate and serve the same on each owner
 - (c) The Managers shall have regard to any representations made to them by any owner within 28 days of the Managers' Certificate being served on the owner and should the Managers consider that any representation necessitates any adjustment in any Management Charge this may be taken into account in the Managers' Certificate for the succeeding Accounting Period
 - (d) The Managers' Certificate shall be conclusive evidence of the matters which it purports to certify and shall be binding on all owners
- (7) The Management Charge (less any Estimated Management Charge paid for that Accounting Period) shall be payable to the Managers by the owner in respect of each Accounting Period forthwith following service by the Manager of the Managers' Certificate and shall be a charge on each enfranchised property

- (8) The owner shall pay the Managers any Estimated Management Charge in relation to each Accounting Period that the Managers may demand in such instalments (but not more frequently than quarterly) and on such date or dates during the Accounting Period as the Managers may determine and notify to the owner
- (9) If the Management Charge for any Accounting Period
- (a) exceeds the Estimated Management Charge for the Accounting Period the excess shall be due to the Managers on demand or
 - (b) is less than the Estimated Management Charge for that Accounting Period the overpayment shall be credited against a subsequent Estimated Management Charge
- (10) As regards any broken period from the date of enfranchisement the Management Charge shall be apportioned in respect of time accordingly

11. Any monies charged by the Scheme upon an enfranchised property shall be recoverable by the Managers forthwith from any owner of such property but shall not be deemed to have become due within the meaning of Section 101 of the Law of Property Act 1925 until the service of a notice by the Managers on an owner of the property requiring payment of the same. Such monies shall bear interest at the rate of one per cent per annum over the base rate of Barclays Bank Plc from time to time from one month after the date of service of such notice and from the date of such service the Managers shall have (without prejudice to any other remedies against any owner or other person) such rights over the enfranchised property and for the recovery of principal monies interest and other monies as they would have had if they had been first legal mortgagees of the freehold thereof under a Mortgage created on the date of enfranchisement and protected by the deposit of documents relating to the legal estate affected **PROVIDED ALWAYS** that the charge arising under the Scheme shall be postponed to any legal or equitable charge or mortgage whether effected before or after the date of the Scheme coming into force and being a first charge upon the premises either registered at H.M. Land Registry or under which the chargee or mortgagee is entitled to possession of the title deeds and the owner of any such charge or mortgage shall have the right to make further advances to rank in priority to the charge arising under the Scheme

12. Any document affecting or evidencing a change in the ownership of an enfranchised property or a certified copy thereof shall be produced to the Managers within two months and they shall be entitled to charge a reasonable fee for the registration of the same. Pending production of any such document or copy and the payment of the said fee the Managers shall be entitled (without prejudice to their rights against the new owner) to continue to treat the former owner as an owner of the property

13. On the application of the Managers or on the application of not less than one hundred owners or (in the case of an application to exclude part of the Estate) on the application made with the leave of the Leasehold Valuation Tribunal of any smaller number of owners within the said part the Leasehold Valuation Tribunal may

(a) terminate or vary all or any of the provisions of the Scheme or exclude part of the Estate if a change of circumstances makes it appropriate and

(b) transfer all or any of the powers and rights conferred by the Scheme on the Managers to a local authority or other body

14. (a) Any notice under this Scheme shall be in writing and may be served on the person on whom it is to be served either personally or by leaving it for him at his last known place of abode in England or Wales or by sending it through the post in a registered letter or by recorded delivery post addressed to him there or (in the case of an owner of an enfranchised property) by leaving the same for him at or affixing the same to such property

(b) Any notice to the owner or owners of an enfranchised property may be addressed to him or them by that designation only or generally to all persons interested without any name and shall be sufficient notwithstanding that any person to be affected by the notice is absent under disability or unascertained

(c) Service of any notice sent by post as hereby authorised shall be deemed to have been made on the day following that on which it was posted unless the notice is returned through the post office undelivered

15. Any requirement in the Scheme of any approval or consent to be given by the Managers shall be subject to the proviso that the same shall not be unreasonably withheld and the Managers shall not serve any notice under the Scheme except such as shall be reasonable in the circumstances and no premium or fine shall be required for any consent

16. (a) The rights and powers conferred on the Managers by the Scheme are conferred on the Managers for the purpose of enabling them to preserve the amenities of the Estate for the common benefit

(b)

(i) The Managers shall form a consultative committee (to be known as "The Advisory Committee") of not less than 8 persons of whom half shall be representatives of the Managers and half shall be representatives of and nominated by such residents or amenity societies as the Managers consider appropriate the number of representatives of each such society being determined by the Managers

(ii) the Managers shall convene meetings of The Advisory Committee not less than twice a year

(iii) prompt notice of all applications made or notices served under clauses 3(a) 4 or 6(a) or (b) hereof shall be given by the Managers to every member of The Advisory Committee and the original applications or notices and any supporting documents shall be made available for their inspection. The Managers shall have regard to any representations made to them by the members of The Advisory Committee concerning such applications or notices or otherwise concerning the amenities of the Estate

17. Any dispute or difference between the Managers and any owner

(a) under clauses 3(a) and (b) 4 5 and 6(a) (b) and (d)

(b) as to whether any matter or as to what proportion of the costs of any matter falls within the Schedule hereto

(c) with effect from 1 April 1996 as to whether any matter or as to what proportion of the costs of any matter falls within Amenity Expenditure or Basic Expenditure (as defined in Clause 10A)

shall be referred to a single arbitrator to be appointed in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors and this provision shall be deemed to be a submission to arbitration within the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force. It shall be open to any party to any such arbitration to call evidence of any representations made to the Managers by any Members of the Advisory Committee relating to the dispute or difference concerned

THE SCHEDULE above referred to

Matters the cost of which are to be taken into account in the calculation of the annual management charge so far as such costs are incurred with reference to the Estate but not with reference to the development or proposed development of any part of the Estate for the time being in the ownership of the Estates Governors

1. Operation of the Offices of the Secretary and General Manager
2. Remuneration and Superannuation of the Secretary and General Manager and of his staff so far as not coming within any other item in this Schedule
3. Professional and other assistance referable to any item in this Schedule
4. Cleansing maintenance and repair of private roads paths ponds ditches drains and gullies
5. Tending and maintenance of hedges fences posts chains bollards and gates on or adjoining any private roads open spaces or woods
6. Mowing cleansing and maintaining the verges of private roads and paths and the open spaces and manor wastes
7. Silviculture including the maintenance of the Estate tree nursery and the inspection tending pruning removal and replacement of trees on the Estate
8. Expenses arising from the provisions of clause 10(e) of the Scheme
9. All other matters (if any) referred to in paragraphs (b) or (c) of section 19 (8) of the Leasehold Reform Act 1967
10. All rates taxes assessments and impositions whatsoever payable in connection with or as a result of any of the matters aforesaid
11. Any insurance against damage by fire storm or other risks or in respect of any liability of the Managers to their employees or to the public or otherwise
12. The costs of the Managers of and incidental to any Application to vary the provisions of clause 10 of the Scheme including the costs of any other person which are ordered to be paid by the Managers on such Application
13. Any expenses incurred by the Managers in connection with the attribution of a rateable value to any property for the purposes of Clause 10 of the Scheme (including the fees and disbursements of any independent professional valuer appointed thereunder) excluding any such expenses incurred by the Managers in respect of a dispute under Clause 10(bb)(iii)(b) and its determination by a valuer, where such determination is equal to or greater than the value appealed against
14. Any expenses incurred by the Managers in connection with the variation of the Scheme to incorporate Clause 1(c)(ii)(bb) into the Scheme

THE APPENDIX

The Amenity Areas

1. Burbage Road (junction with Gallery Road): Old Grammar School Field, excluding the curtilage of the Old Grammar School building
2. Burbage Road (junction with Turney Road): Burbage Lane & Circus
3. Calton Avenue: Stocks Site
4. College Road (between Dulwich Common and Kingswood Drive): Carriageway, Footpaths, Verges and Manor Waste
5. College Road (junction with Pond Cottages): Bowyers Yard
6. College Road, north of Dulwich Common: Manor Waste & Footpaths
7. College Road, north side (junction with Dulwich Common): Corner Site
8. College Road, south side (junction with Dulwich Common): Millpond
9. Court Lane Gardens: Roadway, Footpaths and Shrubbery
10. Crystal Palace Parade (junction with College Road): Triangle
11. Dekker Road (junctions with Woodwarde Road and Court Lane) and Woodwarde Road (junction with Calton Avenue): Corner Sites
12. Dulwich Village (junction with Court Lane): The Old Burial Ground
13. Dulwich Village: Manor Waste
14. Dulwich Wood Avenue: Triangle (south of Bell Meadow)
15. Dulwich Woods (including Low Cross Wood Lane and Rock Hill)
16. Dulwich Wood Park (junction with College Road): Triangle
17. Fountain Drive (junction with College Road): Triangle
18. Frank Dixon Way and Close: Verges and islands
19. Gallery Road: Grove Meadow, Grove Walk & Ditch
20. Gallery Road (junction with College Road): Old College Forecourt and Gardens
21. Grange Lane: Carriageway, Footpaths, Verges
22. Grange Lane: Refuse disposal area
23. Hunts Slip Road: Roadway, Verges, Footpaths and Triangle (junction with Alleyn Park)
24. Lovelace Road: Roadway, Footpaths and Shrubbery
25. Park Hall Road (junctions with Alleyn Road and Ildersly Grove): Triangles

26. Pond Cottages: Roadway and Footpaths

27. Village Way: Banks (excluding frontages of Pond Mead and 18 Village Way)

28. Woodyard Lane: Carriageway and Footpaths

as the same are shown for purposes of identification only coloured yellow on the plans annexed to the Statutory Declaration made by John Christopher Wylie dated 27 February 1997 application having been made to register the same at H.M. Land Registry provided that:-

- (a) roads shall only be included to the extent that they are private roads and
- (b) in the event of disagreement as to the extent of any of the said areas then the extent shall be determined by the Surveyors.