

Central Bedfordshire  
Council  
Priory House  
Monks Walk  
Chicksands,  
Shefford SG17 5TQ



**please ask for** Leslie Manning

**direct line** 0300 300 5132

**date** 21 July 2011

## **NOTICE OF MEETING**

### **GENERAL PURPOSES COMMITTEE**

Date & Time

**Thursday, 4 August 2011 10.00 a.m.**

Venue at

**Council Chamber, Priory House, Chicksands, Shefford**

Richard Carr  
**Chief Executive**

To: The Chairman and Members of the GENERAL PURPOSES COMMITTEE:

Cllrs Mrs J G Lawrence (Chairman), R C Stay (Vice-Chairman), J A E Clarke,  
J G Jamieson, D Jones, M R Jones and K C Matthews

[Named Substitutes:

P N Aldis, L Birt, Mrs C F Chapman MBE and R W Johnstone]

All other Members of the Council - on request

***MEMBERS OF THE PRESS AND PUBLIC ARE WELCOME TO ATTEND THIS  
MEETING***

# AGENDA

1. **Apologies for Absence**

To receive apologies for absence and notification of substitute Members.

2. **Minutes**

To approve as a correct record the minutes of the meeting of the General Purposes Committee held on 27 May 2011 (copy attached).

3. **Members' Interests**

To receive from Members any declarations and the nature thereof in relation to:-

(a) Personal interests in any agenda item;

(b) Personal and prejudicial interests in any agenda item.

4. **Chairman's Announcements and Communications**

To receive any announcements from the Chairman and any matters of communication.

5. **Petitions**

To receive petitions from members of the public in accordance with the Public Participation Procedure as set out in Annex 2 of Part A4 of the Constitution.

6. **Questions, Statements or Deputations**

To receive any questions, statements or deputations from members of the public in accordance with the Public Participation Procedure as set out in Annex 1 of Part A4 of the Constitution.

## Reports

Item	Subject	Page Nos.
7	<b>Combined Referendum and Local Elections - 5 May 2011</b>	* 11 - 16

To consider the outcome of a review of the arrangements for administering the combined referendum and local authority elections held on 5 May 2011.

8 **Community Governance Review - Stotfold Parish (Area of Fairfield)** \* 17 - 96

To consider whether a public petition seeking a community governance review for the area of Fairfield within Stotfold Parish is a valid petition and, if agreed as such, approve the Terms of Reference for the review.

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**CENTRAL BEDFORDSHIRE COUNCIL**

At a meeting of the **GENERAL PURPOSES COMMITTEE** held at Room 14, Priory House, Chicksands, Shefford on Friday, 27 May 2011

**PRESENT**

Cllr Mrs J G Lawrence (Chairman)  
Cllr R C Stay (Vice-Chairman)

Cllrs J G Jamieson  
D Jones

Cllrs K C Matthews

Apologies for Absence: Cllrs J A E Clarke  
M R Jones

Substitutes: Cllrs L Birt (In place of M R Jones)  
Mrs C F Chapman MBE (In place of J A E Clarke)

Members in Attendance: Cllrs Dr R Egan  
J N Young

Officers in Attendance: Mr G Alderson – Director of Sustainable  
Communities  
Mr J Atkinson – Head of Legal and Democratic  
Services  
Ms D Clarke – Interim Assistant Director People  
Mrs C Jones – Head of Strategy  
Mr L Manning – Committee Services Officer

Also in Attendance: Mrs J Fielding – Wragge & Co

GPC/11/2 **Minutes**

**RESOLVED**

**that the minutes of the meetings of the General Purposes Committee held on 7 October 2010 and 19 May 2011 be confirmed and signed by the Chairman as correct records.**

GPC/11/3 **Members' Interests**

(a) **Personal Interests:-**

None.

(b) **Personal and Prejudicial Interests:-**

None.

GPC/11/4 **Chairman's Announcements and Communications**

The Chairman referred to the final paragraph of minute 10/24 of the last meeting in which the Acting Assistant Director People (now Interim Assistant Director People) had undertaken to supply reports to the January and July 2011 meetings of the Committee on the payment of market rate supplements to employees. The Chairman stressed that, although the January meeting had been cancelled and the July meeting had been rescheduled to August under the current calendar of meetings, she would still expect regular reports on this topic to be submitted to the Committee, beginning with its next meeting.

The Chairman next referred to resolution 2 of minute 10/27 of the last meeting in which it had been agreed that the Head of Strategy prepare a dedicated Lone Working Policy document for Members following liaison with the Head of Legal and Democratic Services. As the document had not yet been produced the Chairman asked the officers make progress with it.

Last, the Chairman advised the trades union representatives and members of the public present that they would need to leave the meeting room when the exempt item was considered.

GPC/11/5 **Petitions**

No petitions were received from members of the public in accordance with the Public Participation Procedure as set out in Annex 2 of Part A4 of the Constitution.

GPC/11/6 **Questions, Statements or Deputations**

No questions, statements or deputations were received from members of the public in accordance with the Public Participation Procedure as set out in Annex 1 of Part A4 of the Constitution.

GPC/11/7 **Determination of Amendments to Employee Terms and Conditions**

The Committee considered a report by the Interim Assistant Director People which asked Members to determine changes to the terms and conditions of

employment of certain groups of employees in order to achieve savings totalling £2M during 2011/12 and 2012/13.

Before considering the report representatives from the UNISON and GMB trades unions (Mr P Farley and Mr R O'Leary respectively) addressed the meeting. The representatives emphasised the unions' commitment to negotiation and referred to the Council's membership of the National Joint Council for Local Government Services (NJC) which they said bound the Council to the NJC's negotiating procedure. It was stressed that this negotiating procedure had not been exhausted and that conciliation could still be undertaken at the national level. On this basis the unions felt that taking action at this point was premature and asked for the status quo to remain in operation.

The trades union representatives then stated that they required additional financial information on various issues related to the proposals and referred to a number of financial questions which had been submitted. Reference was then made to the legality of both the Council's failure to achieve harmonisation of terms and conditions and the dismissal and reengagement of employees should they fail to consent to the proposed changes to their current terms and conditions. The union representatives stated that the introduction of a voluntary redundancy scheme would remove the need for the proposed 2% reduction in salaries. They felt that this proposal in particular had adversely affected employee morale and trust in the Council. In conclusion the union representatives stated that they would consult with their members regarding what action they would wish to take should the Committee approve the proposals before it.

At the conclusion of their address the trades union representatives left the meeting room.

The Director of Sustainable Communities then introduced the report before seeking comments and questions from Members.

In response to queries the Director stated that this was the first time that a request to seek conciliation at national level had been made. He reminded the meeting that despite concerns regarding the length of any delay management had acceded to a union request that the Joint Secretaries from the East of England Regional Council for Local Government Services visit the Council in order to seek an agreement between parties. The Joint Secretaries had subsequently been unable to obtain an agreement and had been obliged to register a 'failure to agree'. Further, whilst management was willing to consider adopting alternative measures to achieve savings, and that all such alternatives that had been put forward had been carefully considered and assessed, it was apparent that these would not deliver the required savings. Any further delay could not, therefore, be justified. He added that all trades union questions relating to financial issues had received a response with the exception of those on a list which had only been submitted the day before, though this contained some questions which had been raised previously.

The Interim Assistant Director People confirmed that the trades union representatives had not raised the possibility of national conciliation previously.

She explained that there was reference to national conciliation within the NJC 'Green Book' but this stated only that the Joint Secretaries could recommend such action. They had not done so following their visit. She confirmed that the unions had been supplied with the financial information that they had requested.

In response to further queries the Director stated that some 1700 staff currently received the Essential Car User allowance and all grades of employees would be affected by its termination. Fewer employees would receive the replacement lump sum which would be based on a sliding scale and dependent on work related mileage. Because fewer employees would receive the new allowance substantial savings would be generated.

In response to a query regarding the suggested introduction of a voluntary redundancy policy the Director reminded the meeting that the Council had already undergone restructuring reviews affecting approximately half the workforce and the employees involved had been given the opportunity at that time to raise the possibility of taking voluntary redundancy. He explained that, in relation to the remaining services not under review, the Council wanted to retain staff. As any employee taking voluntary redundancy would need to be replaced there would not be a genuine case for redundancy and therefore it could not be agreed.

Last, and with regard to a suggestion that the improved collection of unpaid Council Tax could reduce the level of savings required, the Director explained that there were always outstanding Council Tax payments and the Council already had a rigorous process to capture such sums.

(Note: At this point in the debate the Committee excluded the press and public so that consideration could be given to the report's exempt Appendix B prior to reaching any decision on the recommendations before it).

GPC/11/8 **Exclusion of Press and Public**

**RESOLVED**

**that in accordance with Section 100A (4) of the Local Government Act 1972 the Press and Public be excluded from the meeting for the following item of business on the grounds that it involves the likely disclosure of exempt information under paragraph 3 of Part 1 of Schedule 12A of the Act:**

**Appendix B to the Determination of Amendments to Employee Terms and Conditions report referred to in Minute 11/7 above.**

GPC/11/9 **Determination of Amendments to Employee Terms and Conditions - Exempt Appendix B**

The Committee considered exempt Appendix B to Item 7 (Determination of Amendments to Employee Terms and Conditions) which set out the Council's



risk assessment on the proposed programme to amend the terms and conditions of certain groups of employees.

Full debate followed as Members worked through the risk assessment raising queries, seeking clarification and amending the document through the inclusion of one additional risk.

The Director of Sustainable Communities and the Interim Assistant Director People outlined the implementation process for the amendment of employee terms and conditions should the Committee approve the recommendations before it.

Following discussion it was felt that the recommendation relating to the hourly rate of pay for casual employees should be amended for clarification purposes.

(Note: The meeting moved back into public session in order to pass its resolution).

## **RESOLVED**

- 1 that the following changes to employee terms and conditions for all employees of Central Bedfordshire Council (apart from those on Teacher contracts, those based in schools and casual employees (resolution 2 below refers)), be adopted with effect from 1 October 2011:**
  - (a) reducing gross pay by 2% for staff above a full time equivalent salary of £21, 519**
  - (b) changing the mileage rate at which 'Appendix E' payments are made, as a result of staff moving offices, to Her Majesty's Revenue and Customs' rate (the HMRC rate), currently 45p a mile**
  - (c) reducing the period for which pay protection is paid where an employee is redeployed to a lower graded post to 1 year**
  - (d) stopping the provision of lease cars to employees, though with contracts currently in existence to be allowed to run to the end**
  - (e) terminating the current Essential and Casual Car User allowances and mileage rates and replacing them with a standard mileage rate at the HMRC rate (currently 45p a mile) and a new lump sum distributed on a sliding scale dependent on mileage**
  - (f) stopping the provision of Life Assurance to certain employees**
  - (g) introducing a contract clause which allows for variation of terms and conditions in certain circumstances.**

- 2 that casual employees have their hourly rate of pay reduced by 2% where the full time equivalent salary would be above £21,519;
- 3 that exempt Appendix B to the Determination of Amendments to Employee Terms and Conditions report be amended by the addition of one further risk to the risk assessment.

**NOTED**

- 1 that, following extensive consultation with trades unions and professional associations and employees of the Council, a package of measures to achieve £2m in savings has been arrived at which balances the need to deliver cashable savings with the aim of protecting the lowest paid employees of the Council and reflecting as far as possible a fair approach to the reimbursement of travel expenses;
- 2 that officers have delegated authority to apply the mechanisms needed to achieve the proposals which are; securing individual consent from employees, or dismissal and re-engagement;
- 3 that the changes to employees' terms and conditions set out in the resolutions above, and the need for them, will be kept under continual review up until implementation on 1 October 2011, so that if alternative proposals for achieving the savings appear, or if it becomes clear that the Council no longer needs to achieve these savings, a further report will be made to the General Purposes Committee.

(Note: The meeting commenced at 12.30 p.m. and concluded at 1.37 p.m.)

Chairman .....

Dated .....

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**Meeting:** General Purposes Committee  
**Date:** 4 August 2011  
**Subject:** Combined Referendum and Local Elections – 5 May 2011  
**Report of:** Head of Legal & Democratic Services  
**Summary:** The report sets out the outcomes of a review of the arrangements for administering the combined Referendum and local elections.

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Contact Officer: John Atkinson, Head of Legal and Democratic Services  
Public/Exempt: Public  
Wards Affected: n/a  
Function of: General Purposes Committee

#### **CORPORATE IMPLICATIONS**

**Council Priorities:**

Not applicable

**Financial:**

None specifically arising from this report but there are significant costs in administering an election; some of which are outwith the control of the Returning Officer specifically when local elections are combined with national elections.

**Legal:**

The Chief Executive's responsibilities as Returning Officer for local elections and as Counting Officer for the Referendum are distinct from his day to day responsibilities as an employee of the council.

**Risk Management:**

None resulting from this report

**Staffing (including Trades Unions):**

None resulting from this report

**Equalities/Human Rights:**

None resulting from this report.

**Community Safety:**

n/a

**Sustainability:**

n/a

**RECOMMENDATION:**

**that the Committee notes the findings of the post election review undertaken by the Chief Executive, in his role as Returning Officer.**

**Background**

1. At the meeting of the Customer and Central Services Overview and Scrutiny Committee held on 14 June 2011, Members requested a review of the arrangements for the 2011 elections from when the election was announced to a post results stage, and specifically in relation to:
  - (a). Informing Agents about meetings;
  - (b). Ensuring Nomination Papers were properly completed;
  - (c). The Count at Dunstable;
  - (d). The time taken for results to be announced;
  - (e). Information about the Results; and
  - (f). Notification of Results to Towns & Parishes
2. Central Bedfordshire has by far the largest electorate in the whole of the eastern region. The administration of a Combined Poll is a major logistical exercise, involving approximately 700 staff. It is the Returning Officer's practice to carry out a review of arrangements after every election to identify ways in which the process can be further improved, within the constraints of the law governing the conduct of elections
3. A summary of the review of this year's election is set out below.
  - (a) Whilst acknowledging that all political parties were represented at the Agents meeting held on 1 March 2011, it is clear that in some cases the party administration is geared to the constituency areas rather than the Council area and as such the information regarding the administrative procedures in place, is not being passed on to all of the agents. A review of the list of contacts will be carried out to ensure that all of the agent's details are known.

- (b) Notwithstanding the sheer volume of nomination papers the arrangements for recording the papers work worked very well during the first week. At the meeting on 1 March 2011 the Agents were advised to submit nominations in good time. However, there was a last minute rush on Monday morning 4 April which created a back-log and subsequent delay in the nominations being recorded which as a consequence left little or no time for any corrections to be made by the Agents following the pre-check procedures.

Possible solutions:-

- dedicated telephone line for candidates queries
  - draw on more staff
  - agents better awareness of responsibilities
- (c) The strict time table imposed by the Chief Counting Officer for the verification and the counting of Referendum papers disrupted the count for the CBC and parish elections and whilst changes to the count procedure were made, on the day, to facilitate simultaneous counting of the votes, the priority that had to be given to the Referendum delayed the declaration of some of the local election results. It was recognised at an early stage that the combination of polls was always going to add a delay factor to the whole process and whilst this was reported to both the candidates and agents, it is clear that the full extent of the time table of events was not fully appreciated by all of the participants.
- (d) The automated results service to the web via Modern.Gov was clearly not suited to multi-member wards. The system showed the number of votes for each candidate but when the percentage share of the vote was shown graphically the system divided the percentage amongst the number of candidates inferring a reduced share. This led to considerable confusion and was subsequently replaced with a series of PDF documents.
- (e) Formal notification of the results to the respective parishes, which were not represented at the count, was carried out the week following the election which in all but one case was considered satisfactory. The confusion with the parish concerned was that they assumed that they had to display the results within the area of the parish immediately following the election; which was not the case.

#### **Combination of Polls - Role description for Counting Officer (UK Parliamentary Voting Systems referendum)**

4. It should be borne in mind that whilst it is not unusual to have a combination of polls, on this particular occasion Government determined that the management of, and accountability arrangements for, the national referendum should be different to any previous election and as a consequence introduced the Parliamentary Voting System and Constituencies Act. The Act set out the rules for the combined poll on 5 May 2011 and provided for Counting Officers (CO) to discharge a number of the functions common to the polls for which a Returning Officer (RO) would usually be responsible at an election.

5. Each CO was personally responsible for the effective running of the referendum in their local authority area, along with the combined elements of any other elections taking place. The Counting Officer reported to the Regional Counting Officer (RCO) who carried out the instructions and directions as required by the Chief Counting Officer (CCO). The CCO issued some 207 separate directions, ranging from the size of the poll cards to the number of staff to be appointed to each polling station, but more specifically the times for the completion of the verification and the start of the referendum count. These factors meant that the local Counting/Returning Officer had less control than in previous years over the management of the Count.
6. Some have suggested that the Count for the local elections should have been held overnight on Thursday/Friday following the closure of the poll at 10.00 pm.
7. The Chief Counting Officer issued a direction that the verification for the referendum had to be completed by 1.00 pm on 6<sup>th</sup> May and that counting for the referendum should not commence until 4.00 pm on that day. In theory, it would have been possible for the verification of the referendum and the subsequent counting of the votes in the local election to have taken place the previous night but for the following reasons that would not have been practical and would have jeopardised the effective management of the combined process:
  - (a) The CCO directed that 100% of the postal voters' statements were to be checked. This process was not completed until approximately 0.30 am on 6<sup>th</sup> May.
  - (b) The fact that the count was for the whole area of Central Bedfordshire and that in most cases was for 3 separate elections meant that the verification would not have been completed before 3.00 am on the Friday, if the count had been conducted overnight
  - (c) The majority of the elections were for multi-member wards which necessitated 'tick sheets' for all but 8 wards. These are complex and not best completed by tired staff.
  - (d) The overriding priority is the accuracy of the election results. In essence, it is more important that the count is accurate than carried out quickly although clearly delay should be avoided where possible. Given the complexity of multi Members wards, it was not considered sensible to count the local election overnight, particularly as the likelihood is that many staff involved would have been involved in the election process during and in the running up to polling day.

**Conclusion**

- 8 The combined election on 5 May 2011 was of a different scale to that previously experienced. As with many such events, there are aspects of the process that we will wish to improve on future occasions but overall the election was managed effectively.

**Appendices:**

None

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**Meeting:** General Purposes Committee  
**Date:** 4 August 2011  
**Subject:** Community Governance Review – Stotfold Parish (area of Fairfield)  
**Report of:** Head of Legal & Democratic Services  
**Summary:** The report seeks to agree the Terms of Reference to carry out a governance review of the area of Fairfield within the parish of Stotfold.

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Contact Officer: John Atkinson, Head of Legal and Democratic Services  
Public/Exempt: Public  
Wards Affected: Stotfold and Langford  
Function of: General Purposes Committee

#### **CORPORATE IMPLICATIONS**

**Council Priorities:**

This report contributes to the Council's requirement to bring about improved community engagement.

**Financial:**

None specifically arising from this report but the process of carrying out a governance review is to consult the local government electors together with any other person or body who appears to have an interest in the review and therefore there will be considerable administrative costs.

**Legal:**

Community Governance Reviews operate under the following legislative framework:

Local Government & Public Involvement in Health Act 2007;

*Guidance on community governance reviews*, issued jointly by Department for Communities and Local Government and the Local Government Boundary Committee for England;

Local Government Act 1972 (as amended);

Local Government (Parishes and Parish Councils) (England) Regulations 2008 (SI 2008 625); and

Local Government Finance (New Parishes) Regulations 2008 (SI2008 626).

The manner in which this framework applies to this review is explained in the text of the report.

**Risk Management:**

None resulting from this report

**Staffing (including Trades Unions):**

None resulting from this report

**Equalities/Human Rights:**

None resulting from this report.

**Community Safety:**

n/a

**Sustainability:**

n/a

**RECOMMENDATIONS:**

1. **that the Committee**
  - (a) **agrees that the public petition to conduct a community governance review for the area of Fairfield within the parish of Stotfold is a valid petition; and**
  - (b) **approves the Terms of Reference for a community governance review for the area of Fairfield within the parish of Stotfold as set out in Appendix B to the report.**

**Background**

1. Under previous arrangements for parish reviews, responsibilities were shared between the Electoral Commission's Boundary Committee and the principal councils, with the former largely responsible for parish areas, and the latter responsible for parish electoral arrangements. The Local Government and Public Involvement in Health Act 2007 ("the 2007 Act") transferred full responsibility for parish reviews – "Community Governance Reviews" – to principal councils in England.
2. While principal councils have been given considerable freedom of action in the conduct of Reviews, there is a duty to have regard to guidance issued by the Secretary of State of the Department of Communities and Local Government and the Local Government Boundary Commission in undertaking reviews, making recommendations and giving effect to recommendations.

### Community Governance Petition

3. The Council is in receipt of a petition from Fairfield Community Action (Appendix A) signed by 1217 electors. The electorate of Stotfold Parish is 7295. The petition calls upon the Council to undertake a Community Governance Review in accordance with the arrangements set out in Chapter 3 of the 2007 Act and to make a recommendation to the Electoral commission to form a new parish council to be known as Fairfield Community Council. However, a petition is not a valid community governance petition unless certain conditions are met.
4. The petition must be signed by the following number of local government electors:
  - (a). if the petition area has fewer than 500 local government electors, the petition must be signed by at least 50% of the electors;
  - (b). if the petition area has between 500 and 2,500 local government electors, the petition must be signed by at least 250 of the electors;
  - (c). if the petition area has more than 2,500 local government electors, the petition must be signed by at least 10% of the electors.
5. The petition must define the area to which the review is to relate, whether by map or otherwise, and it must specify one or more recommendations which the petitioners wish a community governance review to consider making.
6. Section 80 of the 2007 Act imposes the following further conditions:
  - (a). if the specified recommendations include the constitution of a new parish, the petition must define the area of the new parish (whether on a map or otherwise);
  - (b). if the specified recommendations include the alteration of the area of an existing parish, the petition must define the area of the parish as it would be after alteration (whether on a map or otherwise);
  - (c). if the specified recommendations include the constitution of a new parish, the petition is to be treated as if the specified recommendations also include recommendations for naming, electoral arrangements and the style of the new parish;
  - (d). if the specified recommendations include the establishments of a parish council or parish meeting for an area which does not exist as a parish, the petition is to be treated as if the specified recommendations also include recommendations for such a parish to come into being (either by constitution of a new parish or alteration of the area of an existing parish).

7. If a principal council is not in the course of undertaking a community governance review and it receives a valid community governance petition which relates to the whole or part of the council's area, the council **must** conduct a community governance review with terms of reference that allow for the petition to be considered.
8. The petition that has been received proposing a review in respect of Fairfield appears to meet the conditions specified in the 2007 Act and accordingly the Council is required to establish terms of reference for a review.

### **Terms of Reference**

9. The Terms of Reference (TOR) of a community governance review are the terms on which the review is to be undertaken. They must specify the area under review and soon as practicable after deciding the TOR, the principal council must publish the terms. The draft TOR is shown at Appendix B.

### **The Process**

10. Assuming that the Committee approves the TOR for the review, the next step is to begin the process of consultation in accordance with the time-table shown in Appendix B.
11. As soon as practicable after the Council has decided to what extent it will give effect to the recommendations made in a review, the council must publish that decision, giving the council's reasons for making that decision; and take such steps as the council considers sufficient to secure that persons who may be interested in the review are informed of that decision and those reasons.
12. Where changes to the existing arrangements are to be made, the principal council completes the review by making a "reorganisation order" and must inform various statutory bodies including the Secretary of State for Communities and Local Government and the Local Government Boundary Commission for England.

### **Appendices:**

Appendix A Fairfield Community Council – The Submission

Appendix B Draft Terms of Reference for the Community Governance Review

**Location of papers:** Priory House, Chicksands.

# **FAIRFIELD COMMUNITY COUNCIL**



**THE PETITION**

**THE SUBMISSION**

**THE FACTS**

**SUPPORTING INFORMATION**

**JULY 2011**

## THE PETITION

We, the undersigned, petition Central Bedfordshire Council under the Local Government and Public Involvement in Health Act 2007 to undertake a Community Governance Review and make recommendation to the Electoral Commission to form a new parish council to be known as Fairfield Community Council to cover the area defined within the boundaries shown on the attached map.

We further petition that you vary the normal election date by your powers under Section 98(6)(a) of the Local Government and Public Involvement in Health Act 2007 in respect of Sections 16(3) and 90 of the Local Government Act 1972 so as to call the first election of the new council in May 2012.

## OUR SUBMISSION

The basis of our submission is that Fairfield is now an area comprising approximately 1,800 electors with an estimated population of 3,000, an area large enough for self-governance.

Fairfield is not part of Stotfold in the geographical sense as it is separated from the village by a busy carriageway — the A507 — and bordered by Arlesey and Letchworth. It is therefore self-contained.

Under the terms that Fairfield was set up by the Government and Mid-Bedfordshire Council there is a financial inequity for Fairfield residents in that we pay separately for all public facilities at Fairfield via a rentcharge or service charge in accordance with our property deeds and then again for facilities in Stotfold by way of a precept common to all Stotfold Ward residents.

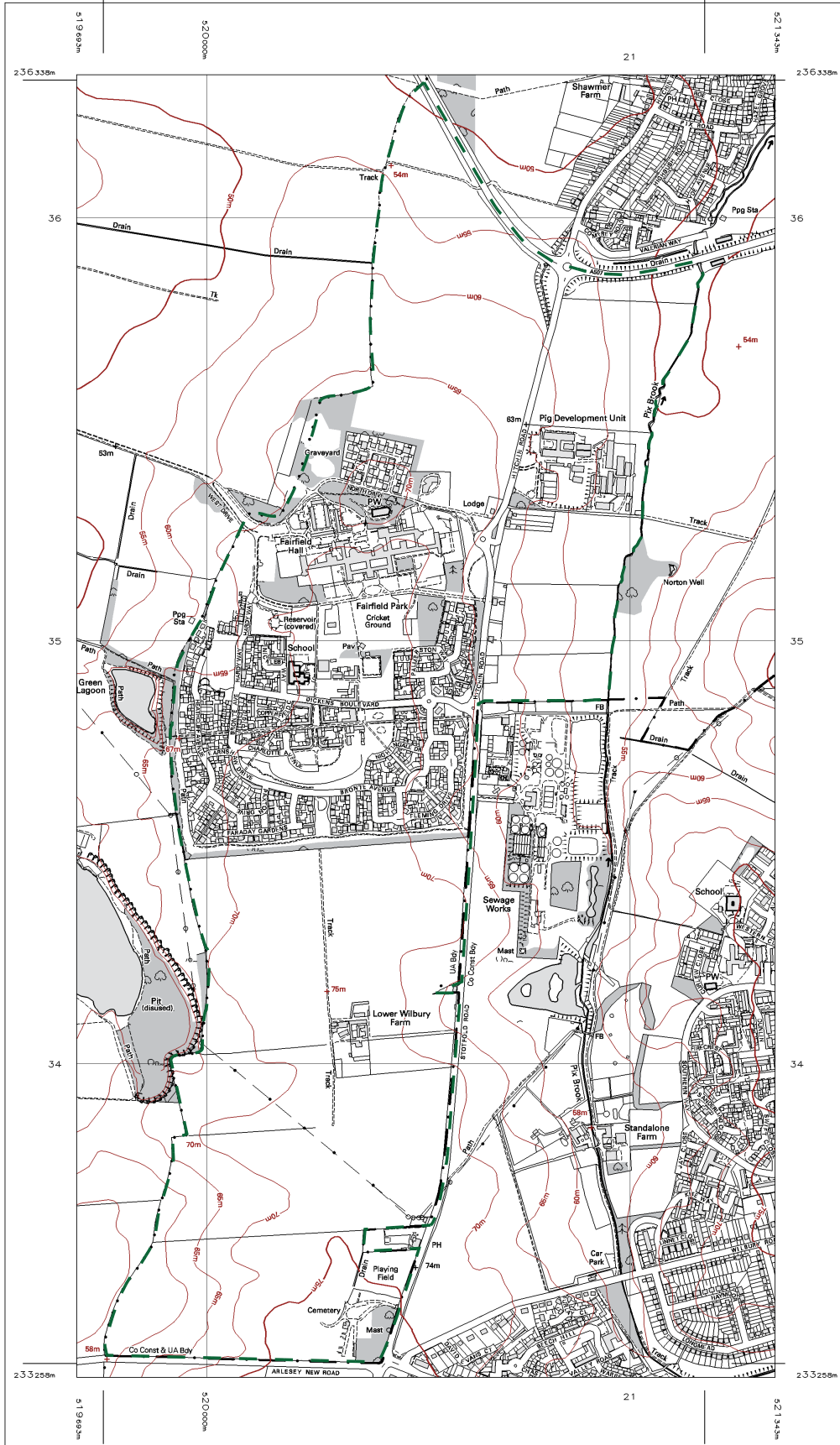
A Freedom of Information request to Central Bedfordshire Council revealed that in January 2011 there were 1004 properties paying Council tax at Fairfield. We were advised that analysis of this figure showed that it equated to 1140 Band D properties that would have produced a yield of £94,000 to Stotfold Town Council (STC). This means that residents of Fairfield provide close to a third of the Stotfold budget that in 2011/12 totalled £308,000.

However, the only benefit residents can avail themselves is a resident rate if they choose to be buried at the cemetery. Although STC has provided a small grant of £1000 to help equip the community centre this is entirely at its own discretion.

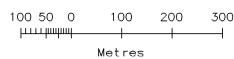
A large number of Fairfield residents have moved some distance. Therefore they had no natural affinity with the local area and many now say they regard themselves as Fairfield residents. Thus it is developing its own identity and requirements that can be better served by its own Community Council. A Community Council will be closer to the issues faced by Fairfield, which are not always the same as those in Stotfold, and by focusing on them will be more efficient and convenient to its residents.

The signatories to the petition are contained on the several pages attached to this document. It has been signed by almost 1,300 residents out of approximately 7,900 registered electors of Stotfold and of whom 1,800 are affected by the financial inequity. This represents a 66 percentage of people eligible to vote within the proposed Fairfield boundary. Sixty individuals refused to sign and we failed to contact the remainder.

*A proposed boundary map is reproduced on the next page.*



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## CAMPAIGN BACKGROUND

The Fairfield Action Group was formed in July 2010. One of its founder members had started inquiries into what benefits he and others received from the Stotfold precept part of the Council tax on receipt of the annual demand. After probing and inquiries he realised there was a duplication of payments that was detrimental to residents at Fairfield.

*Personal details of the people involved in the group are show in Appendix A.*

In July it was decided to formalise a group to investigate the matter properly. Since that time the group has spent much time exploring how the situation came about, its consequences and possible solutions.

It reached the conclusion that there were only two solutions to bring fairness to the situation.

a) For all affected residents to agree to amendment of their property purchase deed to allow all public assets to pass to Stotfold Town Council, provided that body agreed<sup>1</sup>.

b) To canvass for support for Fairfield to become a parish in its own right.

For a) to be successful it would mean that every resident not only agreed but also was willing to bear the conveyance costs involved. We were also unsure about the wider legality of such a procedure given that the existing arrangements are bound into the Planning Permissions for the development and bear upon such matters as Section 106, Section 38 and Section 40 agreements in accordance with the Town & Country Planning Act made by Central Bedfordshire Council.

It was therefore decided that b) was the only course that could bring fairness to the situation.

We then widened our consultation to friends and acquaintances. They all agreed that whilst we all pay taxes for benefits that, for whatever reason, we do not enjoy, the situation was unfair because Fairfield residents were in effect subject to a double tax.

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1 Under the agreements reached by developers and agreed by Mid Bedfordshire Council, the Hall is responsible for maintenance of its amenity areas, car parking and access areas, as are residents of Middlemarch. Park residents will be responsible for open spaces, play areas, woodlands as well as the Community Centre.

## FINANCIAL REQUIREMENTS

They also recognised that there were urgent requirements on Fairfield itself that required investment, in particular the Community Centre provided under the 106 agreement of the Town & Country Planning Act is not “fit for purpose”. While this money can be raised via Variable Rentcharge paid by residents of Fairfield Park, this in itself is an inequity not only within Stotfold but within Fairfield itself inasmuch that residents in the Hall and in Middemarch would not contribute. Yet the facility would, and should, be available to all.

The other alternatives to raise the money are via a precept from either Stotfold Town Council or a Fairfield Community Council as per Section 19 of the Local Government (Miscellaneous Provisions) Act 1976. While both are possible, the first does not aid the inequity whereas the second does. (*We return to this in detail later.*)

## OUR ACTION

Early in 2011 it was decided to pursue the line of Fairfield becoming a parish in its own right. The Action committee decided that the best title, of those available, will be “Fairfield Community Council”. This title encompasses the whole of the area – the Hall, Park and Middlemarch together with the houses which border the development on Hitchin Road.

In accordance with the Guidance for Governance Reviews issued by the Local Government Boundary Commission, a proposed boundary (*see Page 3*) and wording for the petition was agreed and a team of canvassers assembled. These people were briefed in detail and told that in collecting signatures from the doorstep they must a) show them the proposed boundary and b) ask whether the signatories were on the current electoral roll.

Prior to that process a leaflet explaining the situation was delivered to every dwelling within Fairfield. On the reverse of this leaflet there is an abbreviated version of our submission and a map of the proposed boundary. *This document is shown in Appendix B.*

We also set up a website <http://www.fairfieldcommunityaction.co.uk> to explain our case in detail and invite comment. Google Analytics has been running on the site and statistics show that the website was visited by 300 people in the first two weeks after the leaflet drop. Perhaps the more significant figure is the average time people spent on the site. Initially this was over 15 minutes but that figure dropped to five minutes after the first week.

This emphasises that people were not prepared to just take our case at face value but to look and think deeper about the subject.

## **SIGNATURES**

Signatures were collected over a four-week period. While we were expecting a floating population within Fairfield Hall, where we understand that 50 per cent of the properties are on short-term lets, we were surprised to receive feedback from canvassers that there was quite a high proportion of lets on the Park.

Although everyone was asked whether they were on the electoral roll, we are anticipating that about 100 of our signatories may be discounted.

## **NOTIFICATION AND CONSULTATION**

We also sent out 39 letters of notification of our intent and invitation to comment to councils, statutory bodies, voluntary organisations, clubs and societies and businesses that we felt may either be affected or have a view on the proposals. This list is shown in Appendix C along with a specimen of the letter sent.

To date we have had a positive response from the Bowls Club while Colin Phelps – the head teacher of St. Mary’s primary School – in his capacity as chair of the Red Bear and Surestart scheme requested a meeting. This was held with him and the manager of the Red Bear Centre, Jess Milne, on Monday June 27th so that they could discuss their concerns for childrens welfare at Fairfield and seek out our views. A detailed discussion took place of the current and potential problems at which they accepted that only when a Community Council was set up and councillors democratically elected could decisions be made on some of the points raised. It was also felt that the Community Centre could help with accommodation problems caused by the withdrawal of facilities at the school in September 2011.

Arlesey Town Council discussed the letter at their meeting on June 7th but made no comment.

Stotfold Town Council are still considering their response. They invited the two Fairfield resident Councillors to address the Establishment Committee meeting on June 22nd to outline the situation. A friendly exchange of views took place but the meeting was for fact-finding only.

There have been no other responses to date.

## **DETAIL AND DOCUMENTATION.**

### **FAIRFIELD EXPLAINED**

Fairfield, situated within Bedfordshire on the border with Hertfordshire, is a unique development and is a tribute to the imaginative planning decisions made that led to the present built environment at Fairfield.

The project began following the decision to close the Victorian Grade II listed former Fairfield Hospital building – originally the Three Counties Asylum designed by George Fowler Jones and completed in 1860. This closure took place in 1998.

Public meetings and a public inquiry followed and the concept that exists evolved.

The design of the hospital inspired architects and the area reflects that of the old hospital throughout and is Victorian in character and detail. It comprises three separately managed parts:

Fairfield Hall: the restoration and conversion to 205 apartments of the old hospital building,

Middlemarch: the conversion of the old hospital stable and farm buildings into 40+ houses and apartments, most arranged around elegant common gardens and courtyards.

Fairfield Park: about 900 new houses and apartments, including affordable housing, and ranging from 7 bedroom-detached residences to one-bedroom flats.

The development is laid out with paths and cycle ways so as make use of the natural environment; precedence to pedestrians is a real feature. It includes play areas, a building intended to be a community centre, cricket and bowls facilities. There is a small shopping precinct, now mainly taken up by a Tesco Express convenience store.

Development at Fairfield is almost complete. A lot of work has already gone into creating its own identity and this now needs to gather pace. A Fairfield Community Council could act as a unifying body to the three management companies.

## FAIRFIELD “A VILLAGE”

From the outset, planners and developers saw Fairfield as a village. Newspaper reports in the late 1990s’ of the planning stages continually describe it so.

An article in the *North Herts Gazette*, dated June 20 1997 states “A New Village could spring up on the Fairfield Hospital site.” It continues: “The area of land in question is 77.75 acres and the developers want the village to be self-contained although Stotfold Parish Council is keen to see it linked with its town through a bridge over the bypass.

*The Comet* in June 1998 said: “In the newly built village will be a bowls and cricket pavilion and a village green.” It then quoted Bill Cullen the then special projects officer at Mid Bedfordshire Council as saying:” We believe this is the best use of the site.”

Alas the same article also says: “There will also be a pub on the site.” Regrettably that seems to have been removed from the full plans! (See *Appendix D for articles in full.*)

We can find no reference to suggest that either planners or developers deviated from this view in the planning stages. Further confirmation comes much later following the Planning Inspector’s report that led to Central Bedfordshire’s Core Strategic Plan for the former Mid-Bedfordshire area. In *The Central Bedfordshire Core Strategy and Development Management Policies* dated November 2009 that was approved by the Council, it was accepted that Fairfield was a small village, detached from both Arlesey and Stotfold.

In defining the situation, **section 3.6 Settlement Envelopes**, says

- 3.6.1            The physical boundaries of settlements in the district are defined to differentiate between the built-up part of settlements and open countryside. Settlement Envelopes were developed through the Local Plan and are an established policy tool for determining planning applications. The Settlement Envelope Review which is referenced in Annex G, made recommendations to amend the Settlement Envelope boundaries.<sup>2</sup>

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2 Annex G says: ‘A Settlement Envelope is a line on a map which defines the boundary between towns and villages and their surrounding countryside. In some instances, where there is ambiguity in defining that boundary, the Envelope has been used to reflect the character of the predominant land use, using the most appropriate and clear physical features on the ground. That land use must be settlement related, for example residential development, domestic gardens, playing fields and community facilities; and not related to agriculture or considered to be part of the countryside.

**The policy statement on strategy continues:**

**Arlesey/Stotfold/Fairfield Park**

*Comprehensive planning will ensure these three settlements remain separate entities* but support higher-level services commensurate with their combined population, including a broader range of shops, services and larger-scale business provision. A development framework will be developed to guide development in the area.

**Arlesey — Minor Service Centre**

Arlesey will grow to bring forward large-scale new mixed-use development, including significant improvements in levels of service and local traffic conditions, together with substantial areas of new, publicly accessible green infrastructure.

**Stotfold — Minor Service Centre**

Additional shops and services will be provided at Stotfold as part of the existing committed housing site and through new mixed-use development on the western side of the town, incorporating the proposed leisure centre, a new supermarket and “town square”.

**Fairfield Park — Small Village**

Fairfield Park will be maintained within its existing defined boundaries. Additional physical links will enable access to new green infrastructure and local facilities at Arlesey and Stotfold.

It is our contention therefore that Fairfield Park was conceived and developed as a “small village” and as such should have its own local government in a parish (community) council.

In our abbreviated submission that was circulated to all dwellings we stated that in discussions there appeared to be no great affinity with Stotfold. We have paid close attention to feedback from our canvassers who said many people had touched on this point.

## FEEDBACK

It is apparent that the population of Fairfield is more cosmopolitan than adjoining established communities. There are a large number of commuters involved in a variety of occupations and professions. A considerable number of people frequently work from home.

The feedback we had said that people mainly shopped in either Letchworth or Hitchin and went there or further afield for entertainment. They had no great feeling for Stotfold either positive or negative, though they used the surgery and post office on an ad hoc basis. But they had great feeling for Fairfield.

Many said they applauded the design of the Park and were full of praise for developers. They were critical of on street parking which created many unnecessary hazards. But they also had developed an early empathy with the Park and were looking forward to seeing the ill-designed sports hall converted into a proper Community Centre.

Young mothers said they were worried about school places, fearing that they may be forced to take youngsters away from the Park because of the shortage of places at the Lower school. But they applauded the variety and number of play areas. Teenagers who voiced their opinions were highly critical, however, that no facilities had been included for them.

Elderly people complained that the lack of local community facilities made making new friends difficult. They hoped that activities in the Community Centre will include events for them.

As the 2007 Act devolves power from central to local government and to local communities, it is inappropriate to prescribe a “one size fits all” approach to terms of reference for community governance reviews applied by principal councils. However, the Government expects terms of reference to set out clearly the matters on which a community governance review is to focus. The local knowledge and experience of communities in their area which principal councils possess will help to frame suitable terms of reference. The terms should be appropriate to local people and their circumstances and reflect the specific needs of their communities.

*Guidance on community governance reviews*  
— The Local Government Boundary Commission



## PROPOSED BOUNDARY

### DEFINITION

The boundary to the West of the proposed area is naturally defined by the boundary with the parish of Arlesey.

To the East the proposed boundary is partly defined by the boundary of North Hertfordshire District Council and partly by the North/South line of Pix Brook.

The Northern boundary is proposed to be the centre line of the A507 and the Southern boundary is proposed to be the Northern edge of Arlesey New Road.

### CRITERIA

The new boundary should comply with the planning decisions made within the *The Central Bedfordshire Core Strategy and Development Management Policies and The Local Development Framework (North) Proposal Maps* dated November 2009.

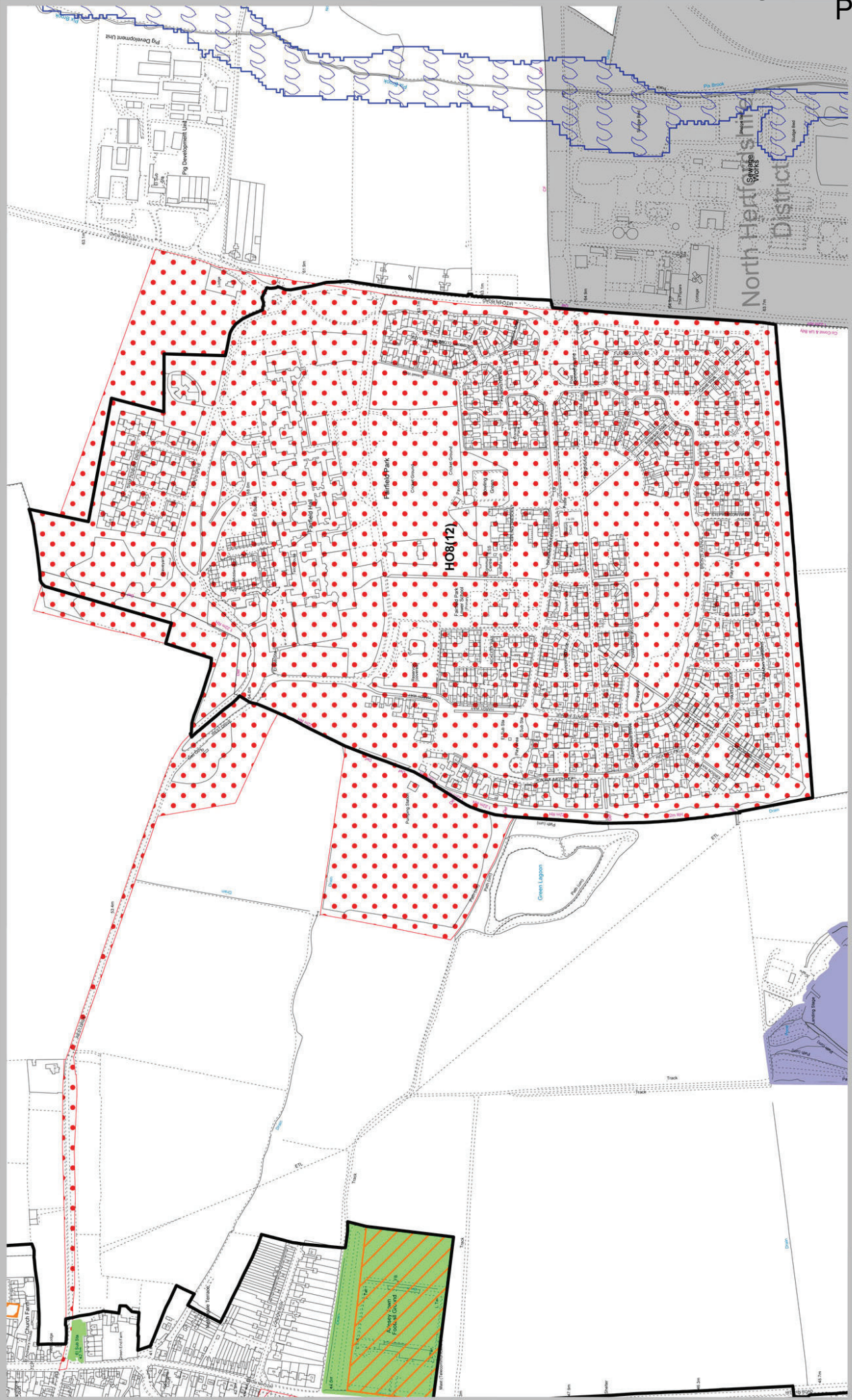
There should be provision for the new parish council to be given opportunity to use all influence available to it through planning consultation procedures and the like to preserve the unique character of Fairfield. Areas to the North and South of the settlement were included as we would like there to be a predisposition they be left "green" and undeveloped; we believe this to be essential to preservation of the special character of Fairfield.

*The Central Bedfordshire Core Strategy and Development Management Policies* states;

Fairfield Park will not be planned to expand over the plan period and will be maintained within its existing well established and defined boundaries and in respect of Stotfold;

The Council also considers that the A507 will mark the southern boundary to residential development of the town over the longer term.

*The Local Development Framework (North) Proposal Maps* specifically defines the area allocated for housing as confined within the existing village boundary and in consequence that the land to the North and South of the settlement be left "green" and undeveloped. (See opposite)



Scale: 1:5000

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Central Bedfordshire Council. 100049029. 2009



The criteria set out led to the inclusion of existing dwellings on the East side of Hitchin Road between the North Hertfordshire District boundary and the Pig Development Unit. We visited all but one (unavailable) of these properties and discussed it with their occupiers.

All those spoken to could see the point of our campaign and accepted that, if successful, they would become part of Fairfield. All but one house agreed to sign the petition while the person who declined to sign said his only reason was that he did not feel it was his prerogative to sign.

As far as boundaries between parishes are concerned, these should reflect the “no-man’s land” between communities represented by areas of low population or barriers such as rivers, roads or railways. They need to be, and be likely to remain, easily identifiable. For instance, factors to consider include parks and recreation grounds which sometimes provide natural breaks between communities but they can equally act as focal points. A single community would be unlikely to straddle a river where there are no crossing points, or a large area of moor land or marshland. Another example might be where a community appeared to be divided by a motorway (unless connected by walkways at each end). Whatever boundaries are selected they need to be, and be likely to remain, easily identifiable.

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## DAY TO DAY FINANCING OF FAIRFIELD

### FINANCING BACKGROUND

We understand that Government thinking in the late nineties and early in the 21st century was for communal assets to become the responsibility of residents and not local authorities.

That Mid-Bedfordshire Council held this view is confirmed in the outline 106 Agreement that was signed by all parties in 2002.

Section 18 reads:

- 18 Master Plan Design Guide and Management Plan
  - 18.1 Not to Commence Development until the following shall have been submitted to and approved by the Council
  - 18.2 The Master Plan which shall include inter alia the Area(s) of each Phase and the number and approximate locations of the Residential Units including dispersed groups of Affordable Housing (including tenure) to be constructed within each Area together with the approximate location of all those matters required to be shown on the Master Plan in the foregoing provisions of this Deed including the approximate location and layout of roads paths cycleways bridleways open space and landscaping and dealing with the matters listed in Schedule 7
  - 18.3 A Design Guide for the design of all the buildings proposed or required to be constructed on the Land including open space landscaping roads paths cycleways bridleways and the provision of Community Facilities
  - 18.4 A Management Plan to include detailed proposals for the future management and maintenance of the Community Facilities the Cemetery and Garden of Rest open space and landscaping and the Council may withhold its approval to the Management Plan unless it is satisfied as to the arrangement for the long term management and maintenance of the said facilities which arrangements *shall include provision for an appropriate commuted sum* to be paid at the time when any such facilities are adopted by the Council or any other body or organisation proposed by the Developer and approved by the Council to be responsible for the long term management and maintenance of the said facilities.

## **FINANCING BACKGROUND (CONTINUED)**

Following this a representative of the principal developers, Mr John Phillips of Phillips Planning Services, had several meetings with Stotfold Town Council in 2003 to discuss how the open spaces, woodlands and community buildings were to be managed.

The minutes of meeting of the Recreation Grounds, Public Lands and Lighting Committee on May 23 2003 report Mr Phillips as saying that, historically, open spaces were passed over to the district council to manage with a commuted sum being provided for the initial maintenance. However, Mid Bedfordshire District Council had declared they would not take on this role.

He said that the question is what to do with the remaining areas, the Garden of Rest, area of planting on the northern side of the site, planting around the boundaries including West Drive, play spaces, woodland area in the south and possible incidental open spaces within the housing area.

There were two options, he said: a) to enter into agreement with Stotfold Town Council to take on the management of those areas or b) to form a management trust for the whole site.

Minutes of an extra-ordinary meeting of the same committee held on May 28th 2003 raised many queries and it was agreed to write to Mr Phillips seeking replies to these.

Further written exchanges took place and in a letter that was presented to the same committee on September 10th 2003, Mr Phillips stated that his clients are also continuing to develop the option of private maintenance of the site, based on a capital endowment and ongoing maintenance by residents. This option appeared to be financially feasible but he stressed that no final decision had been made.

The committee were also told that Mr Bob Morwood, Tree and Landscape Officer at Mid Bedfordshire Council, had advised against the Town Council adopting the woodland areas, as it would be a drain on resources. As a guide he had advised that he has budgeted to spend £3.50 per tree in the district per annum, and it would require a commuted sum of at least half a million pounds to take on the Fairfield Park woodlands. He advised that the private maintenance option would be the most benefit to the Town Council.

As a result, the committee recommended that the clerk write to Mr Phillips to advise that the Town Council did not wish to adopt the woodland areas but that they were interested in adopting the green spaces, play areas and cemetery.

Mr Phillips attended a meeting of the STC Planning Committee on

Wednesday December 17, 2003 in which he said that the decision had been made by the principal developers to make a private management company responsible for the maintenance of the whole site. This company will be answerable to residents. The residents will have a share in the company and pay an annual charge for services.

The residents of the properties will have some governance of their own area through a management company. Mid-Bedfordshire Council endorsed this when they approved the development plans.

The original developer, Wiggins, had already decided to "sell off" parcels of lands to other companies, including the old hospital (now the Hall) and three management companies emerged.

The general rule should be that the parish is based on an area which reflects community identity and interest and which is of a size which is viable as an administrative unit of local government. This is generally because of the representative nature of parish councils and the need for them to reflect closely the identity of their communities. It is desirable that any recommendations should be for parishes or groups of parishes with a population of a sufficient size to adequately represent their communities and to justify the establishment of a parish council in each.

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## THE EFFECT

What was not realised was that this arrangement would lead to a financial inequity not only between the new residents of Fairfield Park and those in the established community of Stotfold but also between the three management companies within Fairfield itself.

It not only introduced an extra level of governance but an extra charge to residents so that, in effect the rentcharge becomes an extra level of taxation.

The assets to be the responsibility of residents are outlined in the Land Registry Deed for each property (TP1). *A a copy of the Memorandum of Association for Fairfield Park Residents Company Limited , a sample TP1 for Fairfield Park Residents, a sample TP1 for Middlemarch and boundary maps of Fairfield Hall are shown in Appendix E*

In the financial year 2011-12 the budget set by Fairfield Redevelopments Ltd is just over £160k involving a cost to individual householders via their Variable Rentcharge as follows:

1 bedroom	£104.17
2 bedroom	£138.88
3 bedroom	£173.61
4 bedroom	£225.69
5 bedroom	£260.42
6 bedroom	£295.13

This covers management costs, maintenance costs for open spaces, and play areas plus provision for running the proposed community centre and for legal costs that may be incurred during the year and for reserve funds.

However — additionally — householders pay in their Council tax to Central Bedfordshire, a precept to Stotfold Town Council. This covers the care and maintenance of similar assets within the Stotfold area but excludes those in Fairfield since they are the liability of the three management companies described earlier. The financial basis for this is described on *Page 2* and we will not repeat it here.

If we use a Band D Council taxpayer as an example someone living on Fairfield in a two-bedroom house will pay £220.18 in a year whereas if they lived on the other side of the A507 they would only pay £81.30.

As Stotfold Town Council do not manage or own any of the public assets at Fairfield none of the precept is returned to Fairfield residents. The only possible benefit to Fairfield will be cheaper resident rates at the Stotfold cemetery if they chose burial as an option, and any grant given by the council will only ever be discretionary.

We say that this double-taxation is iniquitous. As we said earlier some people pay taxes from which they do not benefit. However, in this case Fairfield people will never be in a position to benefit. No fair system of government would oblige people to pay twice.

The inequity also extends within Fairfield itself. When handed over the community centre which now comprises two badminton courts will initially run at a loss. The building also requires considerable investment to convert it into the fully functional community centre described in the Planning Application approved by Mid Bedfordshire Council.

Where does this money come from? As the building will become part of the assets of Fairfield Park Residents Company the obvious answer is via the variable rentcharge. However, the building was provided for the benefit of ALL Fairfield residents i.e., including those in the Hall apartments and at the small Middlemarch development.

So what are the alternatives? Both Stotfold Town Council and the proposed Fairfield Community Council could provide the money via precept in accordance with the Section 19 of the Local Government (Miscellaneous Provisions) Act 1976.

The former spreads the costs throughout Stotfold but does not correct the inequity. The second will see all residents affected contribute equally.

Stotfold Council – aware of the problems of the Community Centre – made no effort to provide funds that would go towards helping resolve the issue when they drew up their budget for the year 2011-12. Indeed they made no contact with the residents associations and their silence could be termed as neglect.

While the Community Centre is the immediate and urgent need of funds, there are other provisions that need to be made to the Park but that will involve further planning before a financial involvement. However that finance should come from all Fairfield residents equally.

Examples of these are a recreation area or playing field for older children and adults, car parking for the community hall, and improving the periphery boundary.



We are also concerned about the future of the historic orchards which we understood came under the maintenance agreement of Hall residents. We have now discovered that PJ Livesey have excluded these areas from that agreement. Twice Fairfield residents have vigorously opposed a Planning application for one of the orchards and we would hope that the Community Council could protect these areas completely.

Fairfield Hall resident pay for the upkeep of amenity areas around the historic building which are available for the enjoyment of all those living on Fairfield and visitors from other areas.

It can be seen that the role of a Fairfield Community Council will be focused upon development of social and recreational facilities and upon, we hope, significant influence upon future planning and environmental issues. Most of the day to day administration at Fairfield will be undertaken by one of the three management companies.

**“Britain is a more diverse society — ethnically, religiously and culturally — than ever before. Today’s challenge is how best to draw on the benefits that migration and diversity bring while addressing the potential problems and risks to cohesion. Community cohesion is about recognising the impact of change and responding to it. This is a fundamental part of the place-shaping agenda and puts local authorities at the heart of community building.**

**And three key ways of living together:**

- a shared future vision and sense of belonging
- a focus on what new and existing communities have in common, alongside a recognition of the value of diversity
- a strong and positive relationships between people from different backgrounds.

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## CONCLUSION

In our opinion we have made a substantial case for a successful Governance Review in accordance with the Local Government and Public Involvement Act 2007 that will see the setting up of a Fairfield Community Council and we urge members of Central Bedfordshire Council to endorse this outcome.

We believe that the setting up of a Community Council focussed on Fairfield will enable our community to develop, enhancing the facilities for the benefit of everyone and focussing on the unique challenges of administering a development where responsibilities for maintenance are devolved to three separate management companies.

The section 106 agreement for Fairfield was the first one drawn up by Mid-Bedfordshire Council. At that time there were no residents to consult and we have no information that Stotfold Town Council was actively engaged in the process for agreeing it. Central Bedfordshire Council now acknowledge that a lot of errors were made and that Fairfield has been significantly disadvantaged as a result. We therefore urgently need the money currently paid inequitably to STC to be diverted to the needs of Fairfield to enable us to develop our community and provide facilities for our diverse population.

We, therefore, further request that Central Bedfordshire Council varies the normal election date using statutory powers set out in section 98(6)(a) of the Local government and Public Involvement in Health Act 2007 and in Sections 16(3) and 90 of the Local Government Act 1972 so as to call the first election for the new council in May 2012.

## APPENDIX A

### ABOUT US

#### **Barrie Dack, 24 Bronte Avenue, Fairfield Park, SG5 4FB**

Barrie has lived on Fairfield since March 2008 but is very much a local person having been born in Bedford Road, Letchworth and lived in the area throughout. He has spent a working lifetime in the communications industry and as young cub reporter covered Stotfold Parish Council for his sins! A keen follower of sport he was actively involved with Letchworth FC for many years.

On Fairfield he has been actively involved with the FPRA and in trying to get the Community Hall off the ground. He headed a team of three that revamped completely the FPRA website. He has been elected to serve on Stotfold Town Council for the coming terms "to give Fairfield a voice".

#### **Elaine Fox, 30 Franklin Gardens, Fairfield Park, SG5 4PW**

Elaine moved to Fairfield in 2006 having previously lived and worked around the country during her 28 year career in the civil service. She performed a number of senior roles including Officer in Charge of local tax districts, programme manager and Executive Director of a Government Agency of 13,000 staff. Since taking partial retirement she has been able to develop a latent talent for music and volunteers each week with Olympics 2012.

She has been an active worker for many years both for the FPRA and on the Steering Committee for the Community Hall.

#### **Robin Horsley, 44 Bronte Avenue, Fairfield Park, SG5 4FB**

Robin moved to Fairfield Park in May 2008 from the Barnet area. He has recently retired from his family lock and ironmongery business after 45 years.

He has been the chairman of the Fairfield Park Community Hall Steering Committee since last May and has been pushing FRL(Stamford Homes) and Central Beds Council to have the Hall properly finished and brought to a standard that is of benefit to the whole community before it becomes the financial responsibility of residents.

#### **Peter Nash, 14 Bronte Avenue, Fairfield Park, SG5 4FB**

Peter moved to Fairfield in 2007 from Guilden Morden; he had lived there for 22 years. He spent his working life in the construction industry and was a director of various companies from 1971 onward until his retirement in 2006. He served as a Bedfordshire County Councillor for a four year term, where he learned that he was not a natural politician. His interests include reading, walking, rugby, sailing and flying radio controlled model aircraft.

He currently chairs the potential director's group for FPRC Ltd

#### **Geoff Smith, The Old Farmhouse, Middlemarch, Fairfield, SG5 4JJ**

Geoff was previously resident in Letchworth GC for 15 years, has lived on The Park for 5 years. A retired business man accustomed to strategic planning and not afraid to take decisions. Previous voluntary work has been focused on Scouting as a Leader for the past 20 years.

Interests range from gardening to Hill walking, skiing and Classic cars. A member of the Community Hall Steering Committee.

## **APPENDIX B**

### **OUR LEAFLET TO RESIDENTS**



Council Tax for Property Valuation Band D	
Central Bedfordshire Council	£1,308.33
Bedfordshire Police Authority	£144.77
Bedfordshire & Luton Fire Authority	£82.44
<b>Stotfold Town Council</b>	<b>£81.30</b>
<b>Annual Charge for above Property:</b>	<b>£1,616.84</b>

## WHAT ARE WE PAYING THIS COUNCIL TAX FOR?

Fairfield residents contribute about **£100,000** in Council Tax to the running of Stotfold. That is a **third** of Stotfold Town Council budget and amounts to **£500,000** over five years (**Yes, half a million**).

But we get virtually nothing in return! Stotfold Town Council has **NO** responsibilities for Fairfield. *We pay for the upkeep of our facilities through our service charge or rentcharge.*

## WE CAN STOP THIS

We need to **STOP** paying this tax to Stotfold Town Council and instead fund projects that are for the benefit of the Fairfield Community.

By setting up a Fairfield Community Council we can elect our own councillors who will be responsible for setting a tax that benefits **US**.

A small straw poll we have conducted shows that few residents have any close affinity with Stotfold and say that the A507 forms a barrier between the two.

## WHAT YOU NEED TO DO

Over the next few weeks an Action Group Member will be calling on you to collect signatures on a petition to Central Bedfordshire Council asking for a boundary review that will allow the setting up of a **FAIRFIELD COMMUNITY COUNCIL**.

To sign you must be on the Central Bedfordshire electoral roll for the Stotfold ward and it is important that each eligible household member signs.

To succeed we need at least 50 per cent of the Fairfield electorate to sign. Please support us so that **YOUR** money is spent locally and not subsidising Stotfold residents.

**For more information or to let us know your views  
go to our website at [www.fairfieldcommunityaction.co.uk](http://www.fairfieldcommunityaction.co.uk)  
If you can help collect signatures, please contact us via the website**

# THE SUBMISSION IN BRIEF AND PROPOSED BOUNDARY

**Our abbreviated submission to Central Bedfordshire Council is set out below.**

**For the full submission, please go to [www.fairfieldcommunityaction.co.uk](http://www.fairfieldcommunityaction.co.uk)**

In support of the petition we make the following points:

1. Fairfield is now an area comprising approximately 1,800 electors with an estimated population of 3,000.
2. It is separated from Stotfold by a busy carriageway; the A507.
3. Under the terms that Fairfield was set up by the Government and Mid-Bedfordshire Council there is a financial inequity for Fairfield residents in that they pay specifically for all public facilities at Fairfield in accordance with their land registry deeds and then again for facilities in Stotfold by way of a precept common to all Stotfold Ward residents.
4. Fairfield has its own identity and will be better served by its own Community Council that reflects its identity as well as being more effective and convenient.
5. There is no natural affinity with Stotfold.
6. The Local Government and Public Involvement in Health Act 2007 defines the circumstances in which a Community Governance Review should be carried out. The right of a local authority to vary the normal election date is set out in Section 98(6)(a) of the Local Government and Public Involvement in Health Act 2007 and in Sections 16(3) and 90 of the Local Government Act 1972

Our proposals are being made under the The Local Government and Public Involvement in Health Act 2007. One of the requirements is that we propose a revised boundary for the Parish (Community). This should allow for future development and areas we would like to leave "green" and our proposal is detailed below with the boundary in yellow.



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## APPENDIX C

### NOTIFICATIONS AND CONSULTATION

The following Public Bodies, Voluntary Organisations and Sports Organisations were written to.

The Proprietor  
Two Chimneys PH  
Stotfold Road  
Letchworth  
Hertfordshire, SG6 4JS

Community Relations Department  
Anglian Water  
Anglian House  
Ambury Road  
Huntingdon  
Cambs, PE29 3NZ

Richard Stead  
Practice Manager  
The Arlesey Surgery  
The High Street,  
Arlesey,  
Bedfordshire, SG15 6SN

Mrs E Hare  
Town Clerk  
Arlesey Town Council  
Town Council Offices  
Arlesey Community Centre  
High Street  
Arlesey  
Beds, SG15 6SN

Community Relations Department  
BT Correspondence Centre  
Providence Row  
Durham, DH98 1BT

The Manager  
Citizens Advice Bureaux  
Century House  
Market Square  
Biggleswade  
Beds, SG18 8UU

Robert Thomson  
Hon Secretary  
Letchworth Cricket Club  
Whitethorn Lane  
Letchworth GC  
Hertfordshire, SG6 2DN

The Proprietor  
Doughtys at GL14  
Fairfield Hall,  
Hitchin Road,  
Stotfold. SG5 4JJ

The Proprietor(by hand)  
Eden Hair Design and Beauty  
Fairfield Park

Dr Al Mistrano Headteacher  
Etonbury Middle School  
Stotfold Road  
Arlesey, SG15 6XS

Mr Maurice Crouch (by email)  
Hon Secretary  
Fairfield Bowls Club  
Fairfield Park  
Hitchin,  
Hertfordshire

Jenny Stone  
Headteacher  
Fairfield Park Lower School  
Dickens Boulevard  
Hitchin  
Hertfordshire SG5 4FD

Dennis Carter  
Fairfield Redevelopments Ltd  
Ashurst  
Southgate Park  
Bakewell Road

Orton Southgate  
Peterborough PE2 6SY

The Manager  
GL 14 The Health Club  
Fairfield Hall  
Hitchin Road  
Stotfold  
Herts, SG5 4HP

Mrs Sue Wright  
Stotfold Guides  
5 The Crofts  
Stotfold  
Hitchin  
Herts, SG5 4ND

The Minister  
Hopes Baptist Chapel  
Mill Lane  
Stotfold,  
Hitchin,  
Hertfordshire, SG5 4NU

The Office Manager  
Kings Baptist Church  
The Green,  
Stotfold,  
Hitchin,  
Hertfordshire, SG5 4AN

Philippa Smith  
Practice Manager  
Larksfield Surgery  
Arlesey Road,  
Stotfold,  
Hitchin,  
Hertfordshire, SG5 4HB

The Proprietor  
Lower Wilbury Farm  
Stotfold Road  
Letchworth GC

Hertfordshire , Sg6 4Js

Rev Bob Forest  
Methodist Church  
High Street/Hitchin Road  
Stotfold,  
Hitchin,  
Hertfordshire, SG5 4LL

Mr David Levett  
Chair North Herts District  
Council  
Council Offices  
Gernon Road  
Letchworth GC  
Herts, SG6 3JF

Amanda Allen  
Chair Pippin Pre School  
The Roecroft Centre  
Church Road  
Stotfold  
Hitchin  
Herts, SG5 4NE

Chairman  
PJ Livesey Group  
Ashburton Park  
Ashburton Road West  
Trafford Park  
Manchester, M17 1AF

Joanne Rowland  
Poppies Nursery  
St. Mary's Lower School  
Rook Tree Lane  
Stotfold,  
Hitchin,  
Hertfordshire, SG5 4DL

The Proprietor  
Poppyfields Nursery  
Fairfield Park Lower School  
Dickens Boulevard  
Stotfold  
Hitchin  
Herts, SG5 4FB

Post Office Stotfold  
Co-op Stores High Street  
Mulberry Close  
Stotfold  
Hitchin  
Hertfordshire, SG5 4NL  
Julie Pearson  
Headteacher  
Roecroft Lower School  
Church Road  
Stotfold  
Hitchin, SG5 4NE

Majors Chris and Joy Davidson  
The Salvation Army  
10 Church Road  
Stotfold,  
Hitchin,  
Hertfordshire, SG5 4LX

Robert P Robson  
Principal  
Samuel Whitbread Community  
College  
Shefford Road  
Clifton  
Shefford  
Beds, SG17 5QS

Nick Peace  
Group Scout Leader  
Stotfold Scout Group  
Littlebury Close  
Stotfold  
Hitchin  
Herts, SG5 4QD

Rev Pat Quint  
The Vicarage  
St Mary's Church  
61 Church Road  
Stotfold,  
Hitchin,  
Hertfordshire, SG5 4NE

Colin Phelps  
Head Teacher  
St. Mary's Lower School  
Rook Tree Lane  
Stotfold,  
Hitchin,  
Hertfordshire, SG5 4DL

Chris Bond  
Managing Director  
Stamford Homes Midlands  
Ashurst  
Southgate Park  
Bakewell Road  
Orton Southgate  
Peterborough  
PE2 6SY

Mrs Kate Elliott-Turner  
Stotfold Town Council  
Simpson Centre  
Hitchin Road  
Stotfold  
Hitchin  
Herts, SG5 4HP

Chair Stotfold Football Club  
Roker Park  
The Green  
Stotfold  
Hitchin  
Herts, SG5 4AN

Jess Milne  
Surestart Stotfold  
Red Bear Children's Centre  
St. Mary's Lower School  
Rook Tree Lane  
Stotfold,  
Hitchin,  
Hertfordshire, SG5 4DL

The Manager  
Stotfold Tesco Express  
Fairfield Park,  
Stotfold,  
Bedfordshire,  
Sg5 4Fd

The Proprietor  
Thorne's Poultry and Garden  
Centre  
Stotfold Road  
Letchworth GC  
Herts  
SG6 4JR

Mr and Mrs Townson  
Directors  
Toybox Day Nursery  
70 High Street  
Stotfold  
Hitchin  
Herts, SG5 4LD



# **ACTION** for **FAIRFIELD COMMUNITY**

Please reply to:

Elaine Fox

30 Faraday Gardens  
Fairfield Park  
Stotfold  
Hitchin  
Herts, SG5 4FW

Name and Address

16 May 2011

Dear X

## **Fairfield Community Council**

About six years ago work started to bring the former Fairfield Hospital site into residential use. Over that time the Fairfield Community has grown and we now feel the time is right to break our links with Stotfold Town Council by forming our own Community Council, encompassing all the people who live in the 275 flats in the hospital building and the 900 houses in the grounds. Fairfield's estimated population is now 3,000.

We are organising a petition to present to Central Bedfordshire Council asking them to consider setting up a new community council and would welcome your views.

Our reasons for seeking to set up our own community council include:

There is no natural affinity with Stotfold Town as we are separated by the A507 trunk road.

As a new community we are keen to be something more than a commuter town for people who work in London and by electing councillors from Fairfield itself we believe we will have a better chance of building community cohesion. We already have an active social committee and want to build on its work amongst residents.

Our house deeds provide that residents pay directly for many of our facilities such as the community hall, play areas and landscaped areas. We also pay for similar facilities in Stotfold Town through the precept in our Council tax. We feel this is essentially inequitable and we would like to use the precept money to benefit Fairfield itself.

Currently, we contribute almost £100,000 to Stotfold Town Council for little return and feel that this money should stay where it is generated.

We believe that councillors who live here will best understand the needs of our community and will be better able to coordinate the activities of the three resident companies who will between them eventually own and manage the assets of the Hall and Park.

If you have any comments on our proposals I would be pleased to hear from you. In particular I would like to know if you feel that any such change would affect the way your organisation operates as regards Fairfield, either adversely or positively.

I enclose a copy of the map showing the proposed boundaries of the new electoral ward and our submission in brief.

Yours faithfully

Elaine Fox

## **APPENDIX D**

### **LOCAL NEWSPAPER CUTTINGS**

# Village-style homes plan for Fairfield

## Private and social housing mix for the former hospital site

By Adam Fisher

A NEW village could spring up on the Fairfield Hospital site at Stofold, after councillors gave outline planning permission to the proposal.

Developers Wiggins want to build 814 private homes and 100 social housing units on the site as well as a school and shopping area.

Members of Mid Beds District Council's planning committee agreed to the proposals at a meeting on Tuesday evening but were

concerned that all the social housing units would be in one place.

They plan to negotiate with the company, which claims house prices would drop if the units were dotted around, to see if they could be spread out more.

But the committee did

agree to "support in principle the proposal for enabling development to create a balanced community".

The area of land in question is 77.75 acres and the developers want the village to be self-contained although Stofold

Parish Council is keen to see it linked with its town through a bridge over the bypass.

Many of the hospital buildings would be demolished although either the main building or one nearby may be used as the school. The developers are also look-

ing at the possibility of using the church as a nursery.

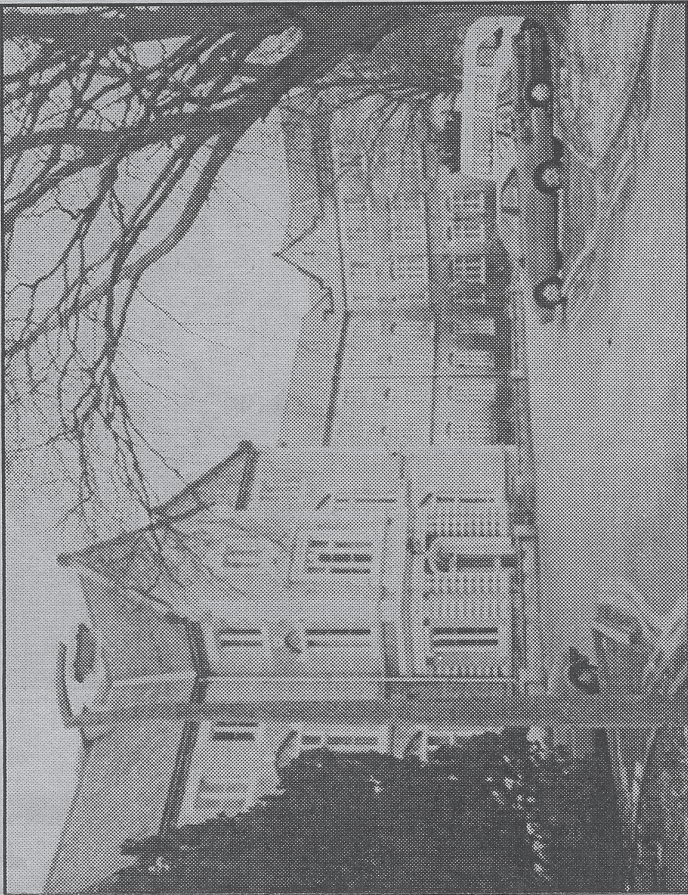
The report, considered by the councillors, said: "Officers are satisfied that on the basis of the recommendations of this report and subject to satisfactory negotiations with the applicant, that a balanced

community can be accommodated on the site.

"This would include negotiating a mixed use development of employment uses contained in the hospital building and residential development within the grounds."

The well-known landmark that will receive a new lease of life

when the Fairfield site is transformed into a new housing development of over 900 homes



## Developers wait for decision on homes

THE future of the site of Fairfield Hospital is still far from secure as developers Wiggins wait for the decision by the Secretary of State for the Environment.

The company's planning application to build 914 houses on the site was deemed too important by the Government to leave to Mid Beds District Council so the plans were called in.

A public enquiry was held earlier this year and a decision is expected within the next couple of months from John Prescott, Secretary of State for the Environment.

If it is given the go-ahead the entire scheme will take six years to complete.

The houses will be made up of 814 private homes and another 100 for social hous-



*Bill Cullen*

ing. There will also be a lower school, shops and a community centre.

The housing is planned in order to pay for the refurbishment of the main listed building, which is expected to cost around £16million.

The hospital building will be turned into a hotel and conference centre with leisure facilities and a retirement home. There will also be a pub on the site.

In the newly built village will be a bowls and a cricket pavilion and a village green.

Bill Cullen, special projects officer at Mid Beds District Council, which has backed the scheme, said: "We believe this is the best use of the site.

"The Secretary of State can either reject it outright or agree, although if he does object he will probably come up with some alternative suggestions as to what he would agree to.

"All we can do now is wait although if it gets the go-ahead work will probably start within a year."

## **APPENDIX E**

- 1: FAIRFIELD PARK RESIDENTS MEMORANDUM OF ASSOCIATION**
- 2: FAIRFIELD PARK RESIDENTS TP1**
- 3: MIDDLEMARCH RESIDENTS TP1**
- 4: PLANS SHOWING OPEN SPACE AREAS OF HALL RESIDENTS**



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 5078990

The Registrar of Companies for England and Wales hereby certifies that  
**FAIRFIELD PARK RESIDENTS COMPANY LIMITED**

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, Cardiff, the 19th March 2004



N05078990P



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

The above information was communicated in non-legible form and authenticated by the  
Registrar of Companies under section 710A of the Companies Act 1985



Electronic statement of compliance with requirements on application for registration of a company pursuant to section 12(3A) of the Companies Act 1985

Company number

5078990

Company name

FAIRFIELD PARK RESIDENTS COMPANY LIMITED

I,

PAUL EDWARD THOMAS HENTY

of

FLAT 6, THE WILLOWS  
BROOK ROAD  
REDHILL  
SURREY  
ENGLAND  
RH1 6RZ

a

person named as a secretary of the company in the statement delivered to the registrar of companies under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section 12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies electronically and authenticated in accordance with the registrar's direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to criminal prosecution



**Companies House**

— for the record —

**10(ef)**

**First directors and secretary and  
intended situation  
of registered office**



XRBP6TJ6

Received for filing in Electronic Format on the: 19/03/2004

*Company Name  
in full:* **FAIRFIELD PARK RESIDENTS COMPANY  
LIMITED**

*Proposed Registered  
Office:* **C/O SHADBOLT & CO  
CHATHAM COURT, LESBOURNE ROAD  
REIGATE  
SURREY  
ENGLAND  
RH2 7LD**

*memorandum delivered by an agent for the subscriber(s):* **Yes**

*Agent's Name:* **THE LONDON LAW AGENCY LIMITED**  
*Agent's Address:* **69 SOUTHAMPTON ROW  
LONDON  
WC1B 4ET**

*Company Secretary*

*Name* **PAUL EDWARD THOMAS HENTY**

*Address:* **FLAT 6, THE WILLOWS  
BROOK ROAD  
REDHILL  
SURREY  
ENGLAND  
RH1 6RZ**

*Consented to Act:* **Y**      *Date authorised* **19/03/2004**      *Authenticated:* **Y**



---

*Director 1:*

*Name* **CAROLINE ABREY**

*Address:* **TYBURN COTTAGE  
OLD MARTYRS, LANGLEY GREEN  
CRAWLEY  
WEST SUSSEX  
ENGLAND  
RH11 7SH**

*Nationality:* **BRITISH**

*Business occupation:* **SOLICITOR**

*Date of birth:* **23/08/1969**

*Consented to Act:* **Y**      *Date authorised* **19/03/2004**      *Authenticated:* **Y**

---

*Authorisation*

*Authoriser Designation:* **SUBSCRIBER**    *Date Authorised:* **19/03/2004**    *Authenticated:* **Yes**

**THE COMPANIES ACTS 1985 to 1989**

**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION OF**

**FAIRFIELD PARK RESIDENTS COMPANY LIMITED**

1. The Company's name is "Fairfield Park Residents Company Limited".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
  - 3.1.1 To acquire, hold, manage administer and maintain the freehold or leasehold property or properties known as Fairfield Park, Bedfordshire including without limitation of the generality of the foregoing any common areas, roads, accessways, footpaths, parking areas, drains, sewers, lighting, security and associated facilities (hereinafter called "the Managed Property") either on its own account or as trustee, nominee or agent of any other company or person.
  - 3.1.2 To acquire and deal with and take options over any property, real or personal, including the Managed Property, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto.
  - 3.1.3 To collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Managed Property or any part thereof.
  - 3.1.4 To provide services of every description in relation to the Managed Property and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Managed Property and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Managed Property and to enter into contracts with builders, tenants, contractors and others and to employ or engage appropriate staff and managing or other agents whatsoever in relation thereto.
  - 3.1.5 To insure the Managed Property or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the

Company against public liability and any other risks which it may consider prudent or desirable to insure against.

- 3.1.6 To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined.
- 3.2 To carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
- 3.3 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- 3.4 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- 3.5 To lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company.
- 3.6 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 3.7 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 3.8 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- 3.9 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.

- 3.10 To give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance including insurance for any director, officer or auditor against any liability as is referred to in section 310(1) of the Act; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants.
- 3.11 To distribute among the members of the Company in kind any property of the Company of whatever nature.
- 3.12 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 3.13 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.
- 3.14 AND so that:-
  - 3.14.1 None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company.
  - 3.14.2 None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate Company.
  - 3.14.3 The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
  - 3.14.4 In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
4. The liability of the members is limited.
5. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to

be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

We, the subscriber to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

Names and addresses of subscriber

Fairfield Redevelopments Limited  
2 Cowley Business Park  
Cowley  
Uxbridge  
Middlesex UB8 2AL.

Dated 19 March 2004

**THE COMPANIES ACTS 1985 to 1989**

**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION OF**

**FAIRFIELD PARK RESIDENTS COMPANY LIMITED**

**1. PRELIMINARY**

- 1.1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052) and as further amended by The Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No. 3373) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Articles of Association of the Company.
- 1.2 Regulations 2 to 35 (inclusive), 57, 59, 102 to 108 (inclusive), 110, 114, 116 and 117 in Table A shall not apply to the Company.

**2. INTERPRETATION**

- 2.1 In these Articles:-

**"the Act"** means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force;

**"unit"** means any commercial, industrial or residential unit comprised in any property held, managed or administered by the Company;

**"unitholder"** means the person or persons to whom a lease of a unit has been granted or assigned or who holds the freehold of a unit and so that whenever two or more persons are for the time being unitholders of a unit they shall for all purposes of these Articles be deemed to constitute one unitholder.

- 2.2 Regulation 1 in Table A shall be read and construed as if the definition of "the holder" were omitted therefrom.

3. **MEMBERS**

- 3.1 The subscribers to the Memorandum of Association shall be members of the Company. A subscriber may nominate any person to succeed him as a member of the Company and any person so nominated (other than a unitholder) shall have the same power to nominate a person to succeed him as if he had been a subscriber. Save as aforesaid, no person shall be admitted as a member of the Company other than a unitholder. The Company must accept as a member every person who is or who shall have become entitled to be admitted as a member and shall have complied with either of the signature provisions set out in article 3.3 below.

- 3.2 Each subscriber to the Memorandum of Association and any person nominated to be a member under article 3.1 above shall, if not himself a unitholder, cease to be a member as soon as unitholders for all the units have become members.

- 3.3 The provisions of section 352 of the Act shall be observed by the Company and every member of the Company other than the subscribers to the Memorandum of Association shall either sign a written consent to become a member or sign the register of members on becoming a member. If two or more persons are together a unitholder each shall so comply, they shall together constitute one member and the person whose name first appears in the register of members shall exercise the voting powers vested in such member.

- 3.4 A unitholder shall cease to be a member on the registration as a member of the successor to his unit and shall not resign as a member while holding, whether alone or jointly with others, a legal estate in any unit.

- 3.5 If a member shall die or be adjudged bankrupt his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a member provided that he or they shall for the time being be a unitholder.

4. **GENERAL MEETINGS AND RESOLUTIONS**

- 4.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed:-

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other general meeting by a majority in number of the members having a right to attend and vote being a majority together holding (subject to the provisions of any elective resolution of the Company for the time being in force) not less than 95% of the total voting rights at the meeting of all members.



- 4.2 The notice shall specify the time and place of the meeting and, in the case of an annual general meeting, shall specify the meeting as such.
- 4.3 The notice shall be given to all the members and to the directors and auditors and to every legal personal representative or trustee in bankruptcy of a member where the member, but for his death or bankruptcy, would be entitled to receive notice of the meeting.
- 4.4 Regulation 38 in Table A shall not apply to the Company.
- 4.5 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved.
- 4.6 Regulation 41 in Table A shall not apply to the Company.
- 4.7 Resolutions under section 303 of the Act for the removal of a director before the expiration of his period of office and under section 391 of the Act for the removal of an auditor before the expiration of his period of office shall only be considered by the Company in general meeting.
- 4.8 Regulation 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom.
- 4.9 Any member of the Company entitled to attend and vote at a general meeting shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the member to speak at the meeting.
- 4.10 Every member present in person or by proxy or, being a corporation, present by a duly authorised representative at a general meeting shall have one vote PROVIDED that where no unitholder exists in respect of any unit, those members who are subscribers to the Memorandum of Association or who became members as a result of having been nominated by a subscriber to the Memorandum of Association under article 3.1 above or, if there is only one such member or person nominated under article 3.1 above, that member, shall, either jointly if there is more than one such member, or alone, if there is only one such member, have three votes in respect of every unit in addition to their own vote or votes as members whether voting is by a show of hands or on a poll.
- 4.11 Regulations 54 and 55 in Table A shall not apply to the Company.
- 4.12 Unless resolved by ordinary resolution that regulation 62 in Table A shall apply without modification, the appointment of a proxy and any authority under which the proxy is appointed or a copy of such authority certified notarially or in some other way approved by the directors may be deposited or received at the place specified in regulation 62 in Table A up to the commencement of the meeting or (in any case where a poll is taken otherwise than at the meeting) of the taking of the poll or may be handed to the chairman of the meeting prior to the commencement of the business of the meeting.

5. **APPOINTMENT OF DIRECTORS**

- 5.1 Regulation 64 in Table A shall not apply to the Company.
- 5.2 Save for the persons who are deemed to have been appointed as the first directors of the Company on incorporation pursuant to section 13(5) of the Act, no person who is not a member of the Company shall in any circumstances be eligible to hold office as a director. Regulation 44 in Table A shall not apply to the Company.
- 5.3 The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be two.
- 5.4 The directors shall not be required to retire by rotation and regulations 73 to 80 (inclusive) in Table A shall not apply to the Company.
- 5.5 Regulation 83 in Table A shall be read and construed as if the words "of any class of shares or" were omitted therefrom.
- 5.6 No member shall be appointed a director at any general meeting unless either:-
- (a) he is recommended by the directors; or
  - (b) not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice signed by a member qualified to vote at the general meeting has been given to the Company of the intention to propose that member for appointment, together with notice signed by that member of his willingness to be appointed.
- 5.7 Subject to article 5.6 above, the Company may by ordinary resolution appoint any member who is willing to act to be a director, either to fill a vacancy or as an additional director.
- 5.8 The directors may appoint a member who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with article 5.3 above as the maximum number of directors and for the time being in force.
6. **BORROWING POWERS**
- 6.1 The directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking and property, or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party.
7. **ALTERNATE DIRECTORS**
- 7.1 No person who is not a member of the Company shall be capable of being appointed an alternate director. Regulation 65 in Table A shall be modified accordingly.

7.2 Unless otherwise determined by the Company in general meeting by ordinary resolution an alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of regulation 66 in Table A shall be modified accordingly.

7.3 A director, or any other member appointed by resolution of the directors and willing to act, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.

## 8. **DISQUALIFICATION OF DIRECTORS**

8.1 Save for the persons who are deemed to have been appointed as the first directors of the Company on incorporation pursuant to section 13(5) of the Act, the office of a director shall be vacated if he ceases to be a member of the Company and regulation 81 in Table A shall be modified accordingly.

## 9. **GRATUITIES AND PENSIONS**

9.1 The directors may exercise the powers of the Company conferred by its Memorandum of Association in relation to the payment of pensions, gratuities and other benefits and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

9.2 Regulation 87 in Table A shall not apply to the Company.

## 10. **PROCEEDINGS OF DIRECTORS**

10.1 A director may vote, at any meeting of the directors or of any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

10.2 Each director shall comply with his obligations to disclose his interest in contracts under section 317 of the Act.

10.3 Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company.

## 11. **MINUTES**

11.1 Regulation 100 in Table A shall be read and construed as if the words "of the holders of any class of shares in the Company" were omitted therefrom.

## 12. **THE SEAL**

- 12.1 If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or second director. Regulation 101 in Table A shall not apply to the Company.

13. **NOTICES**

- 13.1 Regulation 112 in Table A shall be read and construed as if the second sentence was omitted therefrom.
- 13.2 Regulation 113 in Table A shall be read and construed as if the words "or of the holders of any class of shares in the Company" were omitted therefrom.

14. **INDEMNITY**

- 14.1 Every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, or in connection with any application under section 727 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this article shall only have effect in so far as its provisions are not avoided by section 310 of the Act.
- 14.2 The directors shall have power to purchase and maintain for any director, officer or auditor of the Company insurance against any such liability as is referred to in section 310(1) of the Act.
- 14.3 Regulation 118 in Table A shall not apply to the Company.

15. **RULES OR BYE LAWS**

- 15.1 The directors may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such rules or bye-laws regulate:-
- (a) the admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
  - (b) the conduct of members of the Company in relation to one another, and to the Company's servants or agents;
  - (c) the setting aside of the whole or any part or parts of the Managed Property at any particular time or times or for any particular purpose or purposes;

(d) the procedure at general meetings and meetings of the directors and committees of directors of the Company in so far as such procedure is not regulated by these Articles;

(e) and, generally, all such matters as are commonly the subject matter of company rules or rules or regulations appropriate to the Company.

15.2 The Company in general meeting shall have power to alter or repeal the rules or bye-laws and to make additions thereto and the directors shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such rules or bye-laws, which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

NAME AND ADDRESS OF SUBSCRIBER

Names and addresses of subscriber

Fairfield Redevelopments Limited  
2 Cowley Business Park  
Cowley  
Uxbridge  
Middlesex UB8 2AL.

Dated 19 March 2004

## 2: FAIRFIELD PARK RESIDENTS TP1

### 1. Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of [deleted]

It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

### 2. Title number( s) out of which the Property is transferred [deleted]

### 3. Other title number( s) against which matters contained in this transfer are to be registered, if any

### 4. Property transferred Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor.

[deleted]

The Property is defined: Place "X" in the appropriate box.

on the attached plan and shown State reference e.g. "edged red".

on the Transferor's title plan and shown State reference e.g. "edged and numbered J in blue ",

### 5. Date [deleted]

### 6. Transferor Give full name(s) and company's registered number, if any.

[deleted]

### 7. [deleted]

### 8. Transferee's intended address(es) for service (including postcode) for entry on the register You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.

[deleted]

### 9. The Transferor transfers the Property to the Transferee

### 10. Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

The Transferor has received from the Transferee for the Property the sum of [deleted]

The transfer is not for money or anything which has a monetary value

### 11. [deleted]

### 12. Declaration of trust Where there is more than one Transferee, place "X" in the appropriate box.

The Transferees are to hold the Property on trust for themselves as joint tenants

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares

The Transferees are to hold the Property Complete as necessary.

### 13. Additional Provisions

- Use this panel for:
- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- other agreed provisions
- required or permitted statements, certificates or applications.

### 2. The prescribed subheadings may be added to, amended, repositioned or omitted

#### 1. Definitions

1.1 "the Adoptable Roads" means the roads and footpaths within the Estate intended to become public roads and footpaths (if any)

1.2 "the Adoptable Sewers" means those of the foul and surface water sewers and other ancillary works and apparatus now or hereafter constructed within the Estate which are intended to be adopted

- 1.3 “the Audit Certificate” means the certificate given by a qualified accountant as to the actual expenses incurred in each Rentcharge Year relating to the Variable Rentcharge Costs
- 1.4 “the Communal Areas and Facilities” means the following areas and facilities forming part of the Estate which are intended to be transferred into and remain in the ownership of the Company following completion of the Management Transfer (and pending such time to remain in the ownership of Fairfield Redevelopments Limited) and which are used in common by the occupants of the Dwellings:
- 1.4.1 all accessways footpaths and all other woodland, open space, landscaped areas play areas and other facilities and parking spaces ancillary thereto but for the avoidance of doubt shall exclude the Private Common Accessways and any estate roads which are or become the subject of an agreement under section 38 of the Highways Act 1980
- 1.4.2 all fencing of areas used in common within the Estate and Estate boundaries of whatsoever nature not belonging to any of the Dwellings
- 1.4.3 all lighting systems lighting columns and all Service Installations serving the said accessways footpaths parking spaces and other parts of the Estate as mentioned in paragraph 1.4.1 (excluding any which are or become the subject of an agreement under section 38 of the Highways Act 1980)
- 1.4.4 all gardens lawns flower beds shrubs and trees and other soft landscaped parts of the Estate other than private gardens belonging to individual Dwellings or block of flats.
- 1.5 “the Company” means F AIRFIELD PARK RESIDENTS COMPANY LIMITED (Company Registration No. 5078990) whose registered office is at Ashurst Southgate Park Bakewell Road Peterborough PE2 6YS
- 1.6 “the Dwellings” means the Property and all the other freehold and leasehold properties (including residential and commercial) forming part of the Estate served by the Communal Areas and Facilities
- 1.7 “the Estate” means the land known as Fairfield Park now or since 5 August 2002 comprised in the Estate Title Numbers mentioned below together with any adjoining or neighbouring land which may be added thereto within the Perpetuity Period (but excluding the Livesey Property)
- 1.8 “Estate Title Numbers” BD 145293, BD 211473, BD 211474 and BD224461
- 1.9 “the Estate Regulations” means any reasonable regulations made from time to time by the Transfer or and/or the Company for the proper management and use of the Estate
- 1.10 “the Fixed Rentcharge” means a fixed rentcharge of One Pound (£1.00) per annum to be forever charged upon and issuing out of the Property
- 1.11 “the Livesey Property” means the property comprised in title number BD229231
- 1.12 “the Management Transfer” means a Transfer of the Communal Areas and Facilities and all other external and internal common parts of the Estate to be granted to the Company by Fairfield Redevelopments Limited following completion of the sale and purchase of the last Dwelling to be sold on the Estate
- 1.13 “the Perpetuity Period” means the period of Eighty years from the 1 January 2004
- [1.14 “the Parking Spaces” means the parking spaces forming part of the Communal Areas and Facilities]
- 1.15 “the Plan” means the plan annexed hereto
- 1.16 “the Private Common Accessways” means the shared footpaths and/or drives giving direct access to any of the Dwellings which in any such case serves that Dwelling whether alone or in common with anyone or more of the other Dwellings and which are not intended to be transferred into the ownership of the Company
- 1.17 “the Rentcharge” means the Fixed Rentcharge and the Variable Rentcharge and the expression “Rentcharges” shall have a corresponding meaning
- 1.18 “the Rentcharge Interim Payment” means the Transferee’s Proportion of the Rentcharge Provision payable for each Rentcharge Year in accordance with clause 12.2
- 1.19 “the Rentcharge Provision” means the Company’s (or its agents) computation made prior to the commencement of each Rentcharge Year of the estimated expenditure reasonably likely to be incurred in the next Rentcharge Year relating to the matters comprising the Variable Rentcharge Costs
- 1.20 “the Rentcharge Year” every twelve monthly period ending on the 30th June or such other date as may be advised by the Company from time to time
- 1.21 “the Second Company” means Trinity Vale Gate No. 5 Limited whose company number is 6259993.
- 1.22 “the Services” means the maintenance upkeep renewal cleansing and repairing when necessary the Private Common Accessways including the electric gates at the entrance to the same the lights (if any) illuminating the Private Common Accessways and the columns upon which those lights are mounted areas of landscaping if any and the drains sewers and other service conduits in or under the Private Common Accessways together with all items ancillary thereto and including the employment of such agents managers contractors or other person as shall in the opinion of the Second Company be necessary and the payment of all electricity charges and other outgoings whatsoever in respect of the same
- 1.23 “the Service Companies” shall include all relevant electricity gas and water companies or authorities including British Telecom and any company supplying cable television being the supply of electricity gas water telephone and cable television services to the Estate
- 1.24 “the Service Installations” means the surface water attenuation lagoon serving the Estate together with all channels pipes



rainwater pipes gutters conduits gas and electricity mains spouts drains sewers watercourses and all other conducting media (including cable TV and including where appropriate the Adoptable Sewers) which are now constructed or which may be constructed within the Perpetuity Period in on under or over the Estate which serve the Dwellings but which do not serve any of the Dwellings or a block of flats exclusively

- 1.25 “the Transferee’s Proportion” means 0.09885% of all the expenses reasonably and properly incurred within the relevant Rentcharge Year by the Company in connection with the matters comprising the Variable Rentcharge Costs SAVE THAT the finally crystallised Transferee’s Proportion may be subject to variation from time to time in accordance with the provisions of this Transfer
- 1.26 “the Variable Rentcharge” means the variable sum to be calculated and paid under the terms of this Transfer
- 1.27 “the Variable Rentcharge Costs” means the costs and expenses relating to the matters to be performed by the Company more particularly specified in this Transfer
2. Interpretation
- 2.1 References to paragraphs are to paragraphs in this Section 13 of this Transfer and all headings do not form part of this Transfer and shall not be taken into account in its construction or interpretation
- 2.2 Any reference to any specific statute or statutory provision includes references to any statutory modification extension or re-enactment of such statute or statutory provision and to any byelaws orders regulations or other subordinate legislation made under such statute or statutory provision from time to time
- 2.3 Any covenant by the Transferee not to do any act matter or thing shall be construed as including a covenant by the Transferee that such act matter or thing shall not be permitted to be done
- 2.4 Where any party to this Transfer comprises more than one person then the obligations and liabilities of that party under this Transfer shall be joint and several obligations and liabilities of those persons
- 2.5 Reference to “the Property” “the Dwellings” “the Estate” and “the Communal Areas and Facilities” shall be deemed to include reference to all or part or parts thereof respectively
- 2.6 Reference to the Transferor the Company the Second Company and the Transferee shall where the context so admits be deemed to include reference to their successors in title or assigns
- 2.7 The expression “the Transferee” shall include the masculine and feminine the singular and the plural and where two or more persons are referred to by that expression all covenants and agreements made by them or with them shall be deemed to be made by them or with them jointly and severally
- 2.8 Rights and easements granted to the Transferee are granted in common with the Transferor the Company and the Second Company and all others having similar rights and those to whom such rights are granted in the Perpetuity Period
- 2.9 Rights excepted and reserved to the Transferor the Company and the Second Company are (unless otherwise stated) excepted and reserved also in favour of the owner or owners for the time being of the Estate and any part or parts thereof capable of being benefited and all persons authorised by it or them and where appropriate the Local Authority and statutory undertakers British Gas and British Telecom and all other persons having the like or similar right
3. Rights granted for the benefit of the Property

The Property is transferred with the benefit of the following rights so far as the same are exercisable over that part of the Estate now or formerly owned by the Transferor:

- 3.1 The right of way at all times and for all purposes of access to and egress from the Property from and to the nearest public highway with or without vehicles over and along the Adoptable Roads (but on foot only over those parts of the Adoptable Roads not intended for vehicular use)
- 3.2 To the extent reasonably necessary for the purpose of domestic use and convenience incidental to the occupation of the Property as a single residential dwelling to use the vehicular and pedestrian accessways within the Communal Areas and Facilities and any Private Common Accessways as necessary for access to and egress from the Property (including the garage [or Parking Space] as the case may be) and to use any other parts of the Communal Areas and Facilities not laid out as accessways for the purpose for which the same were reasonably intended
- 3.3 To use the Service Installations which are now or within the Perpetuity Period laid within the Estate for the purpose for which the same were reasonably intended
- 3.4 For the Transferee with or without workmen and others at all reasonable times on reasonable notice (except in cases of emergency) to enter into and upon neighbouring land in the Estate for the purpose of inspecting repairing cleansing maintaining or renewing the Property and any sewers drains watercourses cisterns gutters pipes and wires causing as little disturbance as possible and making good any damage caused thereby as soon as shall be reasonably practicable
- 3.5 Of overhang of roofs gutters eaves spouts and encroachment of foundations as may be appropriate over and under any adjoining land on the Estate for the benefit of the buildings and structures now erected or in course of erection on the Property
- 3.6 Of support and protection from adjoining buildings on the Estate (so far as now providing such support and protection)
- 3.7 The benefit of the respective covenants obligations and restrictions contained in the transfers or leases of any other Dwelling within the Perpetuity Period

PROVIDED THAT none of the rights specified in this Schedule shall apply or be exercised over any electricity substation site or sites or apparatus of any statutory undertakers or of British Telecom or any other privatised undertaker

4. Rights excepted and reserved

The following rights are excepted and reserved to the Transferor the Company and the Second Company and the other owners and occupiers for the time being of the remainder of the Estate now or formerly owned by the Transferor and every part thereof and all others now or hereafter entitled thereto:

- 4.1 Of light air or otherwise over any other part of the Estate or adjoining neighbouring land of the Transferor which would in any way restrict or hinder the Transferor from using or developing the same as it thinks fit and the right of the Transferor to alter deviate or (subject to adequate alternative provision) stop up or remove any of the Service Installations or Communal Areas and Facilities or Private Common Accessways in which case the rights hereby granted shall be exercisable in respect of such altered diverted or alternative length or position of the Service Installations or Communal Areas and Facilities or Private Common Accessways in substitution for that in respect of which rights were previously exercisable and “the Service Installations” and “Communal Areas and Facilities” and “Private Common Accessways” insofar as thereby varied shall be construed accordingly
- 4.2 In respect of the Property equivalent and on the same terms (mutatis mutandis) as those granted Paragraphs 3.2 to 3.7 of this Section 13 of this Transfer
- 4.3 (For the Transferor the Company and or the Second Company only or as authorised by any of them) at any time to install connect to and/or use inspect maintain renew repair or alter any Service Installations as the Transferor shall consider necessary in on or under the Property or part thereof whereon for the time being there shall not be any buildings and to tie buildings and structures on adjacent parts of the Estate into (and to have support and protection from the same from) the external walls or structures forming part of the Property with power to enter on the Property for all of the said purposes and any rights of entry required by the Transferor to effect any works in connection with the fulfilment of any conditions or obligations relating to the development of the Estate and/or otherwise in connection with the development of adjoining or other parts of the Estate or other land (all rights herein reserved being inclusive of the right to erect maintain and use scaffolding on the Property) and all rights of entry required by the Company to effect any works in connection with the fulfilment of its obligations relating to the management of the Estate and all rights of entry required by the Second Company to enable any works in connection with the fulfilment of its obligations relating to the Services the person exercising such rights causing as little damage and disturbance as possible and making good all damage as soon as shall be reasonably practicable
- 4.4 As may be required by any drainage services or other authority in connection with any sewers drains services and other conducting media and apparatus and the right of the Transferor to grant to such authorities during the Perpetuity Period all easements wayleaves licences rights and privileges needed in connection with the services usually provided or maintained by them
- 4.5 For the benefit of any Service Company its servants workmen assigns and others authorised by it to lay retain inspect maintain repair renew replace relay and remove the pipelines as hereinafter defined and any other apparatus for the purpose of carrying out all or any of its respective functions and
- 4.5.1 to enter with or without vehicles and machinery upon the Property as may not be built upon and to break open so much of it as may from time to time be reasonably necessary to achieve those purposes causing as little damage and inconvenience as it is reasonably practicable and making good any such damage as soon as reasonably practicable
- 4.5.2 “Pipelines” for the purpose of this subclause means the pipelines and other associated equipment laid or to be laid in or under the land comprised in the Estate by the Service Companies
- 4.6 To erect on or affix to the Property or any building erected thereon such sign or signs as the local highway or other relevant authority shall reasonably require and to enter on the Property during reasonable hours in the day time to erect affix inspect repair or replace such sign or signs and making good all damage thereby occasioned
- 4.7 The right at any time or times to rebuild reconstruct modify or alter the layout of any part of the Estate (except the Property) or the Communal Areas and Facilities or any building adjoining or adjacent to the same or to erect a new building or buildings on any part of the Estate so adjoining or so adjacent to such height elevation extent or otherwise as may be thought fit and so that the access of light and air to the Property shall until interrupted be deemed to be enjoyed by virtue of these presents which shall be deemed to constitute a consent or agreement in writing for that purpose within the meaning of Section 3 of the Prescription Act 1832 so that the enjoyment thereof shall not nor shall these presents prevent any such rebuilding alteration or erection as aforesaid And Provided that any such works of construction demolition or alteration are carried out with due regard to modern standards and methods of building and workmanship and provided all damage to the Property is made good the Transferee shall permit such works to continue without interference or objection
- 4.8 The right to retain on the Property a board (if any) advertising the development on the Estate until all the properties on the Estate have been sold.
- 4.9 Full and free right liberty power and authority to and for the Transferor or any person or persons authorised by it at any time (subject to any restrictions created by statute or international convention) to take external photographs films videos paintings sketches or other types of image record of the Property and any buildings thereon (whether or not in their original state) and to use the same for any merchandising marketing advertising or commercial use and there is further reserved to the Transferor or any person or persons authorised by it as aforesaid the non exclusive Copyright, neighbouring rights and other rights created by the Copyright Designs and Patents Act 1988 (as amended from time to time) and all rights subsequently created for common application throughout the world as may now or at any time in the future exist in rights to record images of the Property and any buildings thereon (whether or not in their original state).

5. Restrictive covenants by the Transferee

The Transferee HEREBY COVENANTS with the Transferor for the benefit and protection of each and every part of the Estate now or formerly owned by the Transferor and so as to bind the Property into whosoever hands the same may come and as separate covenants but not in the case of restrictive covenants so as to render himself liable after he shall have parted with all Interest in the Property:-

- 5.1 Not to use or permit the use of the Property for any purpose other than a private dwellinghouse in the occupation of one family only or for the carrying on from part only of the Property of a trade or business by any member of that family without any employees or other assistants who work or attend at the Property provided that such trade or business:
  - 5.1.1 shall be such as may reasonably and conveniently be carried on in a residential development of the size and nature of the Estate; and
  - 5.1.2 shall not depend upon the presence or attendance at the Property of customers or clients or other persons engaged in the trade or business; and
  - 5.1.3 does not require the prior grant of planning permission for change of use; and
  - 5.1.4 shall not be noisy or noxious
- 5.2 Not to permit to be done any act or thing in or upon the Property or any part thereof or any part of the Estate which may be or grow to be a damage nuisance or annoyance to the Company or any of the occupiers of the Dwellings or to the neighbourhood
- 5.3 Not to do or permit to be done any act or thing in or upon the Property or any part thereof or any part of the Communal Areas and Facilities which may render void or voidable any policy of insurance of the Communal Areas and Facilities or may operate to increase the premium payable in respect thereof
- 5.4 Not to place or permit to be placed any name writing drawing sign board plate or placard of any kind in or upon or from the external walls or any window on the exterior of the Property or so as to be visible from the outside of the Property save a plate showing the name or number of the Property
- 5.5 Not to place or erect upon the Property any advertisement sign hoarding or placard except that after the sale of all the other plots on the Estate have been completed the Transferee may erect on the Property a board of the usual size and description announcing that the Property is to be let or sold
- 5.6 Not to erect or permit to be erected on the Property any external wireless or television aerial satellite dish or similar apparatus for the reception or transmission of radio or television signals upon the Property without the prior written consent of the Company
- 5.7 Not within 5 years of the date hereof add to or alter any building in the Property in any way so as to affect the external appearance thereof unless the permission of the local authority shall be obtained and if such addition or alteration is within a period of 5 years the plans and specifications shall first have been submitted to and approved by the Transferor in writing (such approval not to be unreasonably withheld or delayed) and the Transferor's reasonable fees paid
- 5.8 Not to permit any vehicles of any description or any articles to obstruct any part or parts of the Communal Areas and Facilities or the Adoptable Roads or the Private Common Accessways nor at any time to obstruct or deposit any matter or thing of whatsoever nature thereon
- 5.9 Not to park any vehicle motor home caravan trailer or boat of any kind on the Property so as to be visible from the remainder of the Estate or on the Communal Areas and Facilities except that
  - 5.9.1 a private motor car or light van used solely for private purposes may be parked on the driveway forming part of the Property (but excluding the Private Common Accessways) or (if applicable) on the parking space(s) which forms part of the Property; and
  - 5.9.2 vehicles delivering or collecting goods may be parked temporarily
- 5.10 Not to keep or allow to be kept upon the Property any livestock other than animals usually kept as domestic pets not likely to cause a nuisance danger or annoyance to any owner or occupier of any other property on the Estate
- 5.11 Not to cause or permit to be done anything calculated or likely to cause damage or injury to or prevent or make more difficult access to any Service Installations and to take all reasonable precautions to prevent such damage or injury and not to alter the level of cover over or reduce support for any Service Installations
- 5.12 Not to carry out nor allow to be carried out any vehicle maintenance on any part of the Estate apart from the usual inspection of vehicles
- 5.13 Not to do or omit to do or suffer to be done or omitted to be done any act or thing on or about the Property which would result in a breach of condition in any planning permission obligation or agreement under the Town and Country Planning Act 1990 Section 106 so far as the condition relates to or affects the Property
- 5.14 Not at any time to use any front garden included within the Property for any of the following purposes:-
  - (a) hanging out washing
  - (b) storage of furniture toys or any other items
  - (c) the erection of children's swings and/or other like structures
- 5.15 Not at any time to plant on the Property any *Cypressus Leylandii* or any similar fast growing conifers additional to those (if any) already existing on the Property or to be planted by the Transferor as a requirement of the local planning authority

- 5.16 Not to put rubbish dustbins or “wheelie-bins” at the front of the Property so as to be visible from other parts of the Estate any time other than the day allocated for refuse collection
- 5.17 Not to cause or allow to be caused any excavations soil removal drilling of bore holes or the planting of deep rooting shrubs of whatsoever description on any part or parts of the Property
- 5.18 Not to interfere with or remove the temporary sign (if any) erected on the Property
- 5.19 Not to build or place on any parking space (if any) included in the Property any building or structure whatsoever and to use the said parking space for the sole purpose of parking thereon a permitted private vehicle
- 5.20 Not to alter or change or interfere with the external painting including the colour thereof to the frontage of the dwelling on the Property unless directed to do so by the Company or unless the prior consent of the Company shall have been obtained

Stipulations

The Transferee HEREBY COVENANTS with the Transferor for the benefit and protection of each and every part of the Estate now or formerly owned by the Transferor and so as to bind the Property into whosoever hands the same may come and as separate covenants with the Company and the Second Company to observe and perform the following stipulations:-

- 6.1 To maintain in good and substantial repair and condition the Property together with those of its boundaries marked with an inward “T” mark on the Plan
- 6.2 To maintain the external appearance of the building (and garage where applicable) forming part of the Property in a good and proper condition and to the satisfaction of and in accordance with the requirements of the local authority AND ALSO as often as shall be reasonably necessary and at least once in every fourth year from the date hereof to paint or stain with two coats of good quality paint or stain and in a proper workmanlike manner all the external decorative parts of the said building (and garage where applicable) which usually are or ought to be painted and stained in the colour originally painted or stained by the Transferor (subject to paragraph 5.20) and with every such painting or staining to restore all parts requiring restoration and/or repair
- 6.3 To comply with all terms and conditions subject to which planning consent has been or may within the Perpetuity Period be granted insofar as they affect the Property (save in respect of the original construction thereon)
- 6.4 To join with the owners and occupiers from time to time of the remainder of the Estate entitled to use the same in cleansing repairing and reinstating the Shared Access (if any) used by the Property and the Service Installations used in common by the Property and any other part of the remainder of the Estate which are not maintained by the highway authority or any Service Company and to contribute equally with such owners or occupiers towards the cost of any such works
- 6.5 From time to time on request being made by the Transferor at any time within the Perpetuity Period to grant to the Transferor or such other person who is for the time being the owner of any part of the Estate the same full rights as are contained in paragraph 4 of this section 13 of this Transfer for the benefit of any such land which is owned by the Transferor or such other person at the date of such request and which is capable of being benefited by such grant and the Transferee covenants at the expense of the Transferor to enter into such Deed as the Transferor shall require to confer such rights
- 6.6 To pay the Company the reasonable and proper costs reasonably and properly incurred by the Company or its Solicitors in enforcing payment of any moneys lawfully payable by the Transferee under the terms of this Transfer
- 6.7 At all times to comply with and observe the Estate Regulations communicated in writing to the Transferee by the Company and/or the Transferor
- 6.8 At the request and cost of the Transferor the Transferee shall enter into any form of documentation which may be necessary in order to release any other land within the Estate from covenants restrictive of the number of units to be constructed on it the Transferee acknowledging that in so doing he shall not be entitled to any form of compensation or damages
- 7. Other covenants by the Transferee
- 7.1 The Transferee HEREBY COVENANTS with the Transferor and as a separate covenant with the Company henceforth by way of indemnity only to observe and perform the covenants and stipulations contained or referred to in the entries on Registers of the above mentioned Title or contained or referred to in any documents mentioned therein or in any wayleave or other consent given to statutory undertakers or privatised undertakers for the provision of services benefiting the Estate so far as the same affect the Property and remain to be observed and performed and to indemnify and keep indemnified the Transferor from and against all actions claims and demands in respect of any future non-observance or non-performance thereof
- 7.2 The Transferee HEREBY COVENANTS with the Company (and as a separate covenant with the Transferor) to pay the Rentcharges at the time and in the manner specified by this Transfer without any deduction or set off
- 7.3 The Transferee HEREBY COVENANTS with the Transferor and as a separate covenant with the Company to become a member of the Company and to remain as such while he retains the freehold of the Property and agrees that the execution of this Transfer shall be treated as application for membership of the Company
- 7.4 The Transferee HEREBY COVENANTS with the Company that upon the transfer of or the creation of a charge on the Property or upon the devolution of the legal estate therein howsoever arising the Transferee will forthwith thereafter give to the Company or its solicitors notice in writing thereof with full particulars and shall pay such reasonable fee as shall be prescribed by the Company or its agents from time to time together with VAT thereon for the registration of such notice (no fee being payable for noting of this Transfer or any charge contemporaneous with it) and on any such transfer the transferee shall simultaneously become a member of the Company

8. Grant of Rentcharges

IN consideration of the covenant on the part of the Company the Transferee HEREBY GRANTS to the Company the Rentcharges to be forever charged on and issuing out of the Property on the terms set out in this Transfer

9. Covenants by Company

9.1 IN consideration of the grant of the Rentcharges the Company HEREBY COVENANTS with the Transferor and as a separate covenant with the Transferee that the Company will perform and observe the covenants and each of them set out in the Particulars set out in paragraph 10 below PROVIDED AL WAYS THAT:

9.1.1 the Company will remain liable to perform the covenants and obligations on its part contained in this Transfer so long as it shall remain the owner of the Rentcharges but on transferring the Rentcharges the Company shall cease to be personally liable for the said covenants and obligations

9.1.2 the Transferee shall not be entitled to enforce any of the said covenants while any sums payable by the Transferee under the terms of this Transfer are due but unpaid or the Transferee is otherwise in substantial breach of the covenants on his part contained in this Transfer

9.1.3 the Company HEREBY COVENANTS with the Transferee that it will not transfer the Rentcharges except by a transfer containing a covenant by the transferee to observe and perform the covenants on the part of the Company herein contained (including this covenant)

10. Particulars of Company's covenants and obligations

10.1 To carry out the works and do the acts and things comprising the Variable Rentcharge Costs as appropriate to each type of Dwelling PROVIDED THAT:

10.1.1 The Company shall in no way be held responsible for any damage caused by any want of repair to the Communal Areas and Facilities or defects therein for which the Company is liable hereunder unless and until notice in writing of any such want of repair or defect has been given to the Company and the Company has failed to make good or remedy such want of repair or defect within a reasonable time of receipt of such notice

10.1.2 Nothing in this covenant contained shall prejudice the Company's right to recover from the Transferee or any other person the amount or value of any loss or damage suffered by or caused to the Company or the Communal Areas and Facilities by the negligence or other wrongful act or default of such person

10.1.3 The Company shall not be liable for any failure to provide employees and workmen necessary in connection with the Communal Areas and Facilities if it shall have used all reasonable endeavours to obtain them

10.2 To use all reasonable endeavours to recover the contributions towards the cost of the matters comprising the Variable Rentcharge Costs which may be due from the transferees and lessees of any of the other Dwellings

10.3 The Company shall ensure that the reserve fund or funds referred to in the Variable Rentcharge Costs shall be kept in a separate trust fund account and any interest on or income of the said fund shall be held by the Company in trust for the transferees and lessees for the time being of the Dwellings and shall only be applied in connection with the matters detailed in the Variable Rentcharge Costs and shall have the power to invest such moneys as are permitted by the terms of this Transfer

10.4 If required by the Transferee for the reasonable protection of the Property to enforce or assist the Transferee in enforcing the said covenants entered into or to be entered into by a transferee or lessee for the time being of anyone or more of the other Dwellings provided that the Transferee shall (if required) indemnify the Company against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Company may reasonably require

10.5 To provide the Transferee on demand with a certificate for the purposes of satisfying the terms of the Restriction which the parties hereto apply to have entered on the Proprietorship Register provided that the Transferee has first given notice of transfer charge or other devolution in accordance with his covenant so to do

11. The Company's Power of Investment

The Company shall have power in its discretion to invest in deposits with or loans to any recognized Bank (within the meaning of the Banking Act 1987 or any statutory modification or re-enactment thereof) all receipts in respect of the Rentcharges paid to it as provided by this Transfer and like provisions contained in the leases or transfers of the other Dwellings

12. Computation of the Variable Rentcharge

12.1 The Variable Rentcharge will be the Transferee's Proportion of the amount attributable to the Dwellings in connection with the matters comprising the Variable Rentcharge Costs in each Rentcharge Year

12.2 The Company (or its agent) shall provide a copy of the Rentcharge Provision to the Transferee before the commencement of the Rentcharge Year to which it relates and the Transferee will pay to the Company the Rentcharge Interim Payment in advance by two equal instalments on the first day of January and the first day of July in each Rentcharge Year PROVIDED THAT in respect of the Rentcharge Year current on the date hereof the Rentcharge Interim Payment shall be that amount payable for the unexpired term of the current Rentcharge Year

12.3 Within twenty one days following the service on the Transferee by the Company of the Audit Certificate for the Rentcharge Year in question the Transferee shall pay to the Company the balance by which the Rentcharge Interim Payment falls short of the Variable Rentcharge actually payable as certified by the said certificate and any overpayment by the Transferee shall be credited against future payments of Variable Rentcharge becoming due

- 12.4 The Audit Certificate signed by the qualified accountant shall (save in the case of manifest error) be binding on the Company and the Transferee
- 12.5 If for any reason (whether as a consequence of any increase in the overall number of private residential units or any variation in the anticipated ratio of units with each specified number of bedrooms to be constructed on the Estate or otherwise) it should at any time (including retrospectively if reasonably necessary) become necessary or equitable so to do the Company shall have the authority to recalculate on an equitable basis the Transferee's Proportion and to notify the Transferee accordingly and in any such case as from the date specified in such notice the recalculation so notified shall be substituted for the Transferee's Proportion and all references to the Variable Rentcharge shall be construed as references to the Transferee's Proportion as altered
13. Variable Rentcharge Costs
- 13.1 Keeping all landscaped areas within other communal areas on the Estate and the gardens and other soft landscaped parts of the Communal Areas and Facilities generally in a neat and tidy condition and tending and renewing any lawns flower beds shrubs and trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence (if any) on or relating thereto including any benches seats garden ornaments sheds structures or the like
- 13.2 Keeping the private estate road the accessways and footpaths and all other hard landscaped areas including all the parking spaces forming part of the Communal Areas and Facilities in good repair and clean and tidy and clearing snow from the same where necessary Provided That there shall be no liability upon the Transferor or the Company to carry out snow clearance unless requested by not less than 85% of the persons entitled to use the said accessways
- 13.3 Repairing maintaining inspecting and as necessary reinstating or renewing the Service Installations forming part of the Communal Areas and Facilities (other than any which are the responsibility of any Service Company) and keeping the Communal Areas and Facilities reasonably illuminated at appropriate times
- 13.4 Insuring any risks for which the Company may be liable for material and third party liability or as an employer of persons working or engaged in business on the Communal Areas and Facilities or as the owner of the Communal Areas and Facilities or any part thereof in such amount as the Company shall reasonably think fit
- 13.5 Providing and paying such persons as may be reasonably necessary in connection with the upkeep of the Communal Areas and Facilities
- 13.6 Operating maintaining and (if necessary) renewing the lighting water and power supply apparatus (if any) from time to time of the Communal Areas and Facilities and providing such additional lighting water or power supply apparatus as the Company may reasonably think fit
- 13.7 Providing inspecting maintaining repairing reinstating and renewing any other equipment and providing any other service or facility for the benefit of the Estate which in the opinion of the Company it is reasonable to provide or which are requested by the owners or lessees for the time being of at least 80 % of the Dwellings
- 13.8 Paying all rates taxes duties charges assessments licences and all other outgoings whatsoever (whether parliamentary parochial local or of any other description) assessed charged or imposed upon or payable in respect of the Communal Areas and Facilities or any part thereof except insofar as the same are the responsibility of the transferee of any of the Dwellings
- 13.9 Paying any value added tax chargeable in respect of any of the matters referred to in this Schedule
- 13.10 Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the Estate or any part thereof insofar as the same is not the liability of or attributable to the transferee or lessee of any of the Dwellings
- 13.11 Preparing and supplying to the transferees or lessees of the Dwellings copies of any Regulations
- 13.12 Generally managing and administering the Communal Areas and Facilities and protecting the amenities of the Communal Areas and Facilities and for that purpose if necessary employing a firm of managing agents (save that all the fees of such managing agents shall be met from the management fee more particularly described in paragraph 13.16 below) or consultants or similar and the payment of all costs and expenses incurred by the Company:
- 13.12.1 in the running and management of the Estate and the collection of the Rentcharges and other rents and service charges issuing therefrom and in the enforcement of the covenants and conditions and regulations contained in the transfers or leases relating to the Dwellings and any Estate Regulations
- 13.12.2 in making such applications and representations and taking such action as the Company shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Transferee or any owners of the other Dwellings or on the Company in respect of the Estate and
- 13.12.3 in the preparation for audit of the Variable Rentcharge accounts
- 13.12.4 in the preparation and circulation of the Rentcharge Provision
- 13.13 The irrecoverable costs of enforcing or attempting to enforce the observance of the covenants on the part of any transferee or lessee for the time being of any of the Dwellings
- 13.14 Employing a qualified accountant for the purpose of auditing the accounts in respect of the Variable Rentcharges and certifying the total amount thereof for the period to which the account relates
- 13.15 Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Estate insofar as such compliance is not the responsibility of the transferee or lessee of any of the Dwellings

- 13.16 The reasonable and proper fees of the Company for its general management of the Estate
- 13.17 Such sum as shall be considered necessary by the Company (whose decision shall be final as to questions of fact) to provide a reserve fund or funds for items of future expenditure to be or expected to be incurred at any time in connection with the Communal Areas and Facilities
- 13.18 All other expenses (if any) incurred by the Company in and about the maintenance and proper and convenient management and running of the Estate including in particular but without prejudice to the generality of the foregoing:
- 13.18.1 any expenses incurred in rectifying or making good any inherent structural defect in the Communal Areas and Facilities (except in so far as the cost thereof is recoverable under any insurance policy for the time being in force or from a third party who is or who may be liable therefor)
- 13.18.2 any interest paid on any money borrowed by the Company to defray any expenses incurred by it and specified in this Schedule
- 13.18.3 any costs imposed on the Company in accordance with the performance of its obligations herein contained and
- 13.18.4 any legal or other costs reasonably and properly incurred by the Company and otherwise. [not recovered in taking or defending proceedings (including any arbitration) arising out of any transfer or lease of any part of the Estate or any claim by or against any transferee thereof or by any third party against the Company as owner lessee or occupier of any part of the Estate
14. Covenants by the Second Company
- 14.1 The Second Company covenants with the Transferee that it will:
1. provide procure and perform the Services
  2. enter into a deed of covenant in the terms of the Deed set out in the Schedule hereto with any intended transferee of the Property and give any consent required to HM Land Registry to allow registration of any proposed dealing with the Property provided that the proprietor has observed and performed the covenants on his part contained in the Transfer
15. Covenants by the Transferee with the Second Company
- The Transferee covenants with the Second Company that it will:
- 15.1 1. pay to the Second Company a fair and reasonable proportion of the costs and expenses incurred by the Second Company in providing securing and performing the Services including the costs of and incidental to the administration and conduct of the Second Company's affairs
- 15.2 in any contract for the sale of the Property include a condition that the intending transferee shall upon completion of the contract apply to become registered as a member of the Second Company
- 15.3 include in any contract for the sale of the Property a condition precedent to performance of the contract that the intending transferee shall enter into a deed of covenant in the terms of the Deed set out in the Schedule hereto and that the intending transferee shall bear all costs of and incidental to the preparation and execution of the Deed
16. Registration as a member of the Second Company
- The Transferee applies to be registered as a member of the Second Company and the Second Company undertakes to register the Transferee as a member of the Second Company
17. Agreements and Declarations
- The Parties HEREBY AGREE AND DECLARE as follows:
- 17.1 The Company shall not be liable or responsible for any loss or damage suffered by the Transferee or any visitor or employee of the Transferee or any other person including any other person occupying the Property to themselves their personal effects or to the Property by reason of any act neglect or default of any agents contractor employee or licensee of the Company or by reason of theft or otherwise from any part of the Estate except insofar as any such liability may be recovered by the Company under insurance effected by the Company
- 17.2 The Company shall not be entitled to exercise any rights of re-entry pursuant to the Rentcharges unless the Company has served prior notice of any breach of the Transferee's covenants in this Transfer on the Transferee and his mortgagee(s) of whom written notice has been given and such breach shall not have been remedied within two months thereof
- 17.3 All boundary walls and fences of the Property in respect of which an inward "T" mark is shown on the Plan shall belong to the Property and any retaining walls between the Property and any adjoining land in the Estate and any dividing walls where any part or parts of the Property are connected to adjoining buildings on the Estate shall be party walls and shall in each case be used repaired and maintained as such and kept in good order and condition at all times
- 17.4 If any sums due to be paid by the Transferee under the terms of this Transfer or any part thereof shall be unpaid 21 days after becoming payable the Transferee shall pay to the Company or the Second Company interest upon such sum or sums as shall remain unpaid at the rate of four percent (4%) per annum above the base rate (or its equivalent) from time to time of Barclays Bank PLC calculated on a day to day basis from the date of the same becoming due down to the date of payment but without prejudice to the operation of any other right of the Company or the Second Company in respect of non-payment of such sums
- 17.5 The Transferee shall be exclusively responsible for the repair and condition of any footpath or Service Installations outside the Property which serve the Property exclusively and which do not form part of any Adoptable Road and which do not belong to any Service Company and which are not the responsibility of the Company

- 17.6 Insofar as the grant or reservation of any rights in this Transfer would otherwise contravene the rule against perpetuities the same shall only take effect if the rights or their subject matter shall come into existence within the Perpetuity Period
- 17.7 If the Company ceases to exist as a company or if the Company at any time defaults in the performance of any of the covenants or obligations on its part herein contained then the Transferor may (without prejudice to any other right or remedy of the Transferor against the Company or any other person) perform the said covenants and obligations until the appointment of a successor to the Company and the reasonable and proper costs and expenses thereby incurred by the Transferor shall be paid to the Transferor on demand by the Company or by the Transferee and the owners of , the other Dwellings pursuant to the terms hereof
- 17.8 If the Company fails to pay any sums due to the Transferor pursuant to the terms hereof then the Transferee COVENANTS with the Transferor to pay the Rentcharge to the Transferor pursuant to the terms and conditions of this Transfer but without prejudice to any right available to the Transferee to require a contribution or indemnity from the Company
- 17.9 In case at any time any dispute shall arise between the Company and the Transferee or any other owners or occupiers for the time being of the other Dwellings relating to the Property or any part thereof or any other matters contained in this Transfer then such dispute shall be referred for the determination and award of a person (who shall act as arbitrator and the Arbitration Act 1996 shall apply) appointed for the purpose by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall bind all parties to the dispute and such person shall be entitled to require and be paid his proper fee in respect of each such reference such fee to be borne as the said person shall award PROVIDED ALWAYS that any objection by the Transferee under this clause shall not affect the obligation of the Transferee to pay the Rentcharge and after the decision of the said person any overpayment by the Transferee shall be credited against future payments in respect of the Rentcharges due from the Transferee to the Company under the terms hereof
- 17.10 The Transferor may at any time during the construction and sale of the Estate alter modify release or dispense with any of the covenants and stipulations contained in Paragraphs 5 and 6 of this Section 14 or those in any other transfer from it and the terms of this Transfer shall not operate to impose any restriction on the manner in which the Transferor may deal with or develop the Estate or any other adjoining or neighbouring land and no building scheme shall be implied
- 17.11 The Transferor hereby covenants that it will at its own risk and expense construct the Adoptable Sewers serving the Property to the satisfaction of the appropriate Water Company and make up the Adoptable Roads giving access to the Property from and to the nearest public highway to the Satisfaction of the relevant Highway Authority (but for the avoidance of doubt this shall not apply to the access roads and footpaths shown hatched on the plan annexed) and hereby indemnifies the Transferee against all sewer and road charges accruing due prior to adoption of the said sewer roads and footpaths as a public sewer and public highways respectively
- 17.12 A person who is not a party to this Transfer has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Transfer but this does not affect any right or remedy of a third party which exists or is available apart from that Act

18. Restriction

The parties HEREBY APPLY to the Chief Land Registrar to enter restrictions on the Proprietorship Register of the Title to the Property as follows:

“RESTRICTION - no disposition of the registered estate (other than a charge) by either the proprietor(s) of the registered estate, or by the proprietor of any registered charge, is to be registered without a certificate on behalf of Fairfield Park Residents Company Limited of Ashurst Southgate Park Bakewell Road Peterborough PE2 6YS by its [secretary] that the provisions of paragraph 7.4 of section 13 of the Transfer of the land in this Title dated the \_\_\_\_\_ day of \_\_\_\_\_ 200 have been complied with”

“RESTRICTION - no disposition of the registered estate (other than a charge) by either the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate on behalf of [ ] Management Company Limited of [ ] by its secretary that the provisions of clause 15.3 of the Transfer of land in this title dated the [ ] day of [ ] 200 have been complied with”

THE SCHEDULE Deed of Covenant

BETWEEN:

- (1) [ ] Management Company Limited company number (number) whose registered office is at (address) (“the Company”) and  
 (2) (Buyer) of (address) (“the Transferee”)

NOW IT IS AGREED as follows:

1. DEFINITION

In this deed:

- 1.1 “the Property” means (description of the property)
- 1.2 “the Services” means the services set out in the schedule to this deed
- 1.3 “the Transfer” means a Transfer dated (date) and made between Twigden Homes Limited (1) and
- 1.4 “the Transferee” includes where the context so admits the successors in title of the Transferee and where the Transferee is more than one person all covenants and agreements on the part of the Transferee contained in this deed shall be deemed to have been made jointly and severally by all such parties constituting the Transferee



## 2. RECITALS

2.1 The Transferee has agreed to purchase the Property

2.2 The Transfer provides that the Transferee and his successors in title shall enter into a deed of covenant in the manner set out in the Transfer and the parties to this deed have agreed to enter into this deed accordingly

## 3. REGISTRATION AS A MEMBER OF THE COMPANY

The Transferee applies to be registered as a member of the Company and the Company undertakes to register the Transferee as a member of the Company

## 4. COMPANY'S COVENANTS

The Company covenants with the Transferee it will:

4.1 provide procure and perform the Services

4.2 enter into a deed of covenant in the terms of this deed with any intended transferee of the Property in the terms of this deed and give any consent required to HM Land Registry to allow registration of any proposed dealing with the Property provided that the proprietor has observed and performed the covenants on his part contained in this deed

## 5. TRANSFEREE'S COVENANTS

The Transferee covenants with the Company that he will:

5.1 pay to the Company a fair and reasonable part of the costs and expenses incurred by the Company in providing securing and performing the Services including the costs of and incidental to the administration and conduct of the Company's affairs

5.2 in any contract for the sale of the Property include a condition that the intending transferee shall upon completion of the contract apply to become registered as a member of the Company

5.3 include in any contract for the sale of the Property a condition precedent to performance of the contract that the intending transferee shall enter into a deed of covenant with the Company in the terms of this deed and that the intending transferee shall bear all costs of and incidental to the preparation and execution of the deed

### 3: MIDDLEMARCH TP1

#### 13.1 Definitions

“the Accessway”	the private roadway providing access to the Estate and which is shown hatched orange on the Plan
“the Amenity Lands”	the lands shown coloured green on the Plan (subject to such variations as the Transferor shall consider reasonable) and the car parking spaces on the Estate
“Buildings”	any buildings or other structures
“Common Accesses”	all entrances driveways footpaths forecourts or accesses within the Estate intended to serve (if any) more than one property shown stippled on the Plan
“Deed of Covenant”	a Deed of Covenant in the form of the Deed of Covenant set out in Schedule’ (mutatis mutandis)
“the dwellings”	all the flats and houses on the Estate
“Estate”	all the land (except the property and the site of any electricity substation gas governor or water pumping station) now or formerly vested in the Transferor under the Title Number above and any Buildings on that land
“Estate Roads”	all roads verges and footpaths now or within the Perpetuity Period constructed within the Estate
‘Estate Sewers”	all main foul and surface water sewers now or within the Perpetuity Period constructed within the Estate or the Property
‘the handover date”	the date of completion of the Transfer to the Management Company referred to in clause 14.3
“the Maintenance Charge”	the amounts referred to in Schedule 6
the Maintenance Charge Covenants”	the covenants on the part of the Transferee set out in Schedule 2
“the Maintenance Expenses”	the amount of the costs and expenses incurred by the Transferor or the Management Company specified in Schedule 5
“the Management Company”	Middlemarch Residents Association Limited registered office
“the Management Covenants”	the covenants set out in Schedule 3
“Perpetuity Period”	eighty years from 1 January 2006 which period shall apply to the rights created by this Transfer
“Plan”	the plan or plans attached to this Transfer
‘Restriction Period”	five years from the date of this Transfer
“the Services”	the services set out in schedule 4
Service Installations”	all drains channels sewers (excluding the Estate Sewers) pumps pipes wires cables watercourses gutters soakaways and other similar installations (and any ancillary structures) including street lighting now or within the Perpetuity Period constructed within the Estate or the Property

#### 13.2 **Rights granted for the benefit of the Property**

The right for the Transferee and all persons authorised by the Transferee (in common with all other persons having a similar right):-

- 13..2.1 of way for all reasonable purposes along the Estate Roads
- 13.2.2 of passage of water and sewage through the Estate Sewers
- 13.2.3 of passage of water sewage and other services through such of the Service Installations within the Estate as serve the Property
- 13.2.4 of retaining in place any Buildings on the Property now or later within the Perpetuity Period’ constructed by the Transferor which protrude in the Estate
- 13.2.5 of support and protection of the Property from the Estate
- 13.2.6 of entry upon the Estate at all reasonable times (and at any time in an emergency) for the purposes of inspecting maintaining repairing and renewing the Property and the Service Installations
- 13.2.7 of way for all reasonable purposes over such parts of the Common Accesses (if any) not hereby transferred which serve the Property
- 13.2.8 to the benefit of all covenants by other owners of any part of the Estate which attach to the Property
- 13.2.9 A right in common with all others entitled to the like right:
  - to use for the purposes of quiet recreation such parts of the Amenity Lands (if any) which are capable of being put to such use
  - to use such bin stores or refuse stores from time to time provided within the Amenity Lands as the Transferor or the Management Company shall determine to dispose of rubbish
  - to park not more than one roadworthy private motor car on each space comprised within the parking space(s) numbered 26 on the plan subject to the right of the Transferor or to Management Company to nominate or substitute an alternative

parking space at any time within the perpetuity period together with a right of way with a private motor car over the accessways for the time being forming part of the Amenity Lands for the purpose of access to and egress from the said parking space

Subject in each case to all regulations from time to time made by the Transferor or the Management Company and subject also to the persons exercising any such rights paying the Maintenance Charge

13.3 Rights reserved for the benefit of the Estate

13.3.1 The rights for the Transferor and all persons authorised by the Transferor (including the Management Company and where appropriate the drainage authority and service companies responsible for the supply of water gas electricity and communications services) and owners of any parts of the Estate (in common with the Transferee)'-

13.3.1.1 of passage of water and sewage through the Estate Sewers

13.3.1.2 of passage of water sewage and other services through such of the Service Installation within the Property as serve the Estate

13.3.1.3 of retaining in place any Buildings on the Estate now or within the Perpetuity Period constructed by the Transferor which protrude into the Property

13.3.1.4 of support and protection of the Estate by the Property

13.3.1.5 of entry upon the Property at all reasonable times (and at any time in an emergency) for purposes of laying inspecting maintaining repairing and renewing Buildings comprised the Estate and the Service Installations and the Estate Sewers

13.3.1.6 of way for all reasonable purposes over such parts of the Common Accesses (if any) as are within the Property

13.3.2 The right for the Transferor and all persons authorised by the Transferor:-

13.3.2.1 to make connections to any Estate Sewers and Service Installations comprised in the Property

13.3.2.2 to construct any Buildings on the Estate to the boundaries of the Property (including the right to erect temporary scaffolding) such that the eaves gutters downspouts foundations or other similar protrusions may protrude into the Property

13.3.2.3 to key into any Buildings comprised in the Property

13.3.2.4 to plant trees or shrubs or to carry out landscaping operations or to fulfil the requirements of the competent authorities or execute other works required by them under planning conditions or otherwise

13.3.2.5 to keep the front garden of the Property in a neat and tidy condition

13.3.2.6 of entry upon the Property for the exercise of the above rights

13.4 Personal covenants by the Transferor

13.4.1 The Transferor covenants with the Transferee to construct the Estate Roads and the Estate Sewers serving the Property to adoption standards and:-

13.4.1.1 to have them adopted by the appropriate authorities

13.4.1.2 to maintain them pending adoption

13.4.1.3 to indemnify the Transferee against all liabilities in respect of them pending adoption

13.5 Personal covenants by the Transferee

The Transferee covenants with the Transferor to indemnify the Transferor against all liabilities resulting from non-performance or non-observance by the Transferee of any covenants relating to the Property in the Charges Register of the title above referred to

13.6 Agreements and Declarations

The Transferor and the Transferee agree and declare as follows:-

13.6.1 The rights specified above are subject to the persons exercising the same.-

13.6.1.1 as to the rights of entry:-

13.6.1.1.1. giving reasonable notice

13.6.1.1.2. causing as little damage as possible

13.6.1.1.3. making good any damage caused to the reasonable satisfaction of a person affected

13.6.1.2 as to the rights to use the Service Installations and the Common Accesses paying a fair proportion of any expense necessarily incurred in inspecting maintaining repairing and renewing them

13.6.2 The Restrictive Covenants by the Transferee shall cease to be binding between the Transferee and the Transferor but not as between the Transferee and any other owner of any part of the Estate after the expiry of the Restriction Period

13.6.3 The Transferee shall not by implication prescription or otherwise become entitled to any right of light or air or otherwise (except as expressly granted by this Transfer) which would restrict or interfere with the free use of the

Estate and any adjoining or neighbouring land of the Transferor for building or for any other purpose

- 13.6.4 The Transferor may modify or release any restriction at any time imposed on any part of the Estate or any adjoining or neighbouring land and the Transferor shall not be bound by any plotting or development scheme relating to the Estate and may at any time modify or abandon any such scheme
- 13.6.5 Reference to doing any action shall include a reference to permitting or allowing such act
- 13.6.6 All covenants shall be treated (where more than one person gives or becomes bound by them) as joint and several
- 13.6.7 Where applicable any retaining wall erected along the boundary of the Property or any wall dividing any Buildings comprised in the Property from any adjoining Buildings shall be a party wall and be repairable and maintainable as such
- 13.6.8 Unless the right of enforcement is expressly provided, it is not intended that a third party should have the right to enforce any terms of this Transfer pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act
- 13.6.9 The Transferor is not to be liable to the Transferee or his successors in title for any breaches of covenants or conditions committed by the purchasers or lessees of any other plot on the Estate. The Transferor is not obliged to take proceedings to enforce those covenants restrictions stipulations and, conditions
- 13.6.10 The Transfer or the Management Company shall have the right from time to time to alter the layout of the Amenity Lands and to make reasonable regulations for the management maintenance and use of the Amenity Lands
- 13.6.11 For the avoidance of doubt any patio or terrace included within the Property or the demise or transfer; of any of the other dwellings does not form part of the Amenity Lands and is not intended to be used in common but is for the sole and exclusive use of the owners and occupiers of the dwelling with which it is leased or transferred
- 13.6.12 In this transfer where the context so admits words importing the singular number only include the plural number and vice versa words importing the masculine gender only include the feminine gender and reference to “the Transferor” “the Management Company” and “the Transferee” shall include their respective successors in title and in the case of the Transferor includes the person or body (such as the Management Company) for the time being entitled to the freehold of the Amenity Lands ‘

**13.7 Restrictive covenants by the Transferee**

For the benefit and protection of the land comprised within the Estate (other than the Property) and each and every part of it and (so far as may be) so as to bind the Property into whosoever hands the same may come the Transferee covenants with the Transferor (subject to the right of the Transferor to withdraw vary release or abandon covenants restrictions stipulations and conditions) and as a separate covenant with every other person who is now the owner of any part of the Estate) that the Transferee will observe and perform the covenants restrictions and stipulations set out in Schedule 1 but not so as to render the Transferee personally liable in damages for any breach of a restrictive covenant after he shall have parted with all interest in the Property

14 IT IS HEREBY agreed between the parties that:-

- 14.1 In laying out its development the Transferor has provisionally set aside the Amenity Lands for the benefit of the owners and occupiers of all the dwellings
- 14.2 It is the Transferor’s intention that all costs and expenses incurred or to be incurred in managing maintaining repairing renewing and upholding the Amenity Lands shall be divided equally between the owners of all the dwellings
- 14.3 After completion of the sale of the last of the dwellings the freehold of the Amenity Lands is to be transferred to the Management Company
- 1 4.4 The Transferor and the Transferee have agreed to enter into this Transfer on the express understanding that this Transfer in entered into pursuant to and on the footing of the scheme of development referred to in this clause

15.

- 15.1 The Transferee covenants with the Transferor that the Transferee will observe and perform the Maintenance Charge Covenants
- 15.2 The Transferor covenants with the Transferee until the handover date and the Management Company covenants with the Transferor and the Transferee thereafter to observe and perform the Management Covenants
- 15.3 The liability of the Transferor in respect of the Management Covenants shall cease on the handover date

**16. IT IS HEREBY AGREED AND DECLARED that:-**

- 16.1 No transfer of the Property or any part of it shall be registered at the Land Registry unless and until (a) the Transferee shall have entered into a Deed of Covenant at the Transferee’s expense with the Transferor or (after the handover date) with the Management Company and (b) the Transferor or the Management Company (as the case may be) shall have given its consent to the registration of such transfer
- 16.2 the Transferor and the Management Company hereby agree that upon any transferee of the Property entering into a Deed of Covenant the Transferor or the Management Company (as the case may be) will consent to the registration of the transfer in favour of such transferee
- 16.3 The Transferee hereby applies to the Chief Land Registrar at the Land Registry to enter a restriction on the register of the title to the Property to the effect that 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 is to be registered without a certificate signed on behalf of Middlemarch Residents Association Limited (Co. Regn. No. 05846856) of Eversheds House, Great Bridgewater Street,

## SCHEDULE 1

### (Restrictive Covenants by the Transferee)

1. Not to alter the position of the garden walls and fences erected on the Property by the Transferor and in order to preserve the open plan development of the front and (if applicable) side gardens of the Property not to place or erect any additional garden walls or fences or permit the growth of any hedge or other means of enclosure within the front or (if applicable) side gardens of the Property
  2. To maintain repair and renew any garden wall or fence marked with a 'T' within the boundary of the I1 Property on the Plan
  3. Not to obstruct any part of the Common Accesses or any accessways forming part of the Amenity Lands
  4. To contribute a fair proportion of the cost of inspecting maintaining repairing and renewing-
    - 4.1 the Service Installations
    - 4.2 the Common Accesses if any (including any entrance roof and any appurtenant boundary structures save for those shown marked with a 'T' on the Plan or which comprise the walls, of any Buildings which serve the property
  5. To keep in good condition and repair such parts of the Common Accesses and Service Installations (if any) as are within the Property
- In the event that an Estate Sewer or water main passes through or within three metres of the Property (measured horizontally from the centre line of such Estate Sewer or water main) not to erect or construct any Buildings on or over or within three metres (measured aforesaid) of such Estate Sewer or water main unless the prior written consent of the appropriate authority has been obtained
7. Not to park any caravan boat trailer or vehicle of any kind on the Property or on any part of the Estate except that:-
    - 7.1 private motor cars may be parked on the designated parking space (if any) or the drive or parking area or in the garage (if any) forming part of the Property
    - 7.2 any vehicle caravan trailer or boat may be parked in any garage forming part of the Property or within the Property if suitably screened and positioned so that it is not obtrusive to the views of neighbours from the ground floor of their homes
  8. Not prior to the completion of the residential development of the Estate:-
    - 8.1 to make any addition or structural alteration to the Buildings on the Property constructed by the Transferor unless drawings and specifications thereof have first been submitted to and approved by the Transferor in writing and the Transferor's fee of £50.00 plus VAT has been paid
    - 8.2 to place exhibit or display on the Property any permanent or temporary advertisement hoarding board placard or notice of any kind
  9. Not to use the Property for any purpose other than as a private dwellinghouse and (without prejudice to the generality of the foregoing) not to carry on any trade business or manufacture on the Property nor permit the Property to be used for the purposes of an accessway to any adjoining land
  10. In the event of there being a grass highway verge between the Property and the carriageway of the road serving the Property which verge is intended to be adopted as part of the public highway not to erect or construct any Buildings walls or fences nor plant any trees or shrubs on the verge and to maintain the verge as part of the front garden of the Property
  11. Not to affect the damp proof course of or cause damage to the wall of any adjoining Buildings erected along the boundary of the Property by planting any trees or shrubs, creating a flower bed, erecting a trellis, constructing a rockery, storing garden rubbish or incinerating rubbish against the side wall(s) of any such adjoining Buildings
  12. The Transferee (and his mortgagee(s) (if any)) will upon request from the Transferor without delay grant to any statutory undertaker or any service authority rights to lay any services in or over Of under the Property such services being for the purpose of serving the Property and the Estate and to enter into any deeds required by any statutory undertaker or service authorities including agreements- under Section 38 of the Highways Act 1980 and Section 104 of the Water Industries Act 1991
  13. Not to use the front garden area of the Property for the drying of washing and not to hang washing from the front windows of any building thereon
  14. Not to keep any animal other than domestic pets on any part of the Property
  15. No trees or shrubs now standing or afterwards planted by the Transferor on the Property pursuant to any landscaping scheme required by the Local Authority shall be cut down or in any interfered with way interfered with without the prior written approval of the Local Authority
  16. Not without the prior written approval of the Transferor to erect or permit to be erected on the Property or the exterior of the Property any post wires works aerials or apparatus or similar apparatus or installation whatsoever for reception or transmission of radio or television signals or waves but this shall not prevent the installation on any chimney gable wall or

eaves below the roof line of the Property of a radio and/or television or other aerial

In the event of the Transferor exercising the right to keep the front garden of the Property in a neat and tidy condition to pay on demand to the Transferor the proper and reasonable costs incurred by the Transferor in carrying out such works

Not to use the garden areas and grounds comprised within the Amenity Lands other than for the purpose or quiet recreation

19. No clothes or other articles may be hung or exposed outside Property.
20. Not to allow any occupier of or visitor to the Property to infringe covenants 1 to 19 above
21. Not to sell transfer or dispose of the Property without contemporaneously procuring that the new owner or owners enter into a Deed of Covenant and not to apply for the registration of any transfer of the Property at the Land Registry until a Deed of Covenant shall have been completed by the transferee and delivered to the Company as therein defined
22. Not to sell transfer or dispose of the Property without contemporaneously transferring all rights attaching to the Transferee's membership of the Management Company to the new owner or owners
23. Not to sell transfer or dispose of the Property except to a person who has at the date of such transfer or disposal applied to become a member of the Management Company with the intention that the owner or owners for the time being of the Property shall at all times be members of the Management Company
24. Not to sell transfer or dispose of the Property without contemporaneously procuring that the new owner or owners of the Property will (if so required by the Management Company) become a Company Director and/or a Company Secretary (as the case may be) of the Management Company
25. That so long as the Transferee retains any estate or interest in the Property he will not resign from or dispose of the rights attaching to his membership of the Management Company to any person other than a mortgagee of the Property

### SCHEDULE 2

1(The Maintenance Charge Covenants)

1. To pay the Maintenance Charge free of all deductions whatsoever by direct debit or otherwise as the Transferor or the Management Company shall prescribe in advance from and after the date hereof on demand by the Management Company to the Management Company unless directed otherwise by the Transferor
2. to observe and perform such reasonable regulations as the Transferor or the Management Company may make from time to time for the management maintenance and use of the Amenity Lands and the Common Accesses
3. To become a member of the Management Company and (if so required by the Management Company) to become a Company Director and/or Company Secretary (as the case may be) of the Management Company
4. That so long as the Transferee retains any estate or interest in the Property he will not resign from or dispose of the rights attaching to his membership of the Management Company to any person other than a mortgagee of the Property
5. On any sale transfer or disposal of the Property to procure contemporaneously that the new owner or owners of the property enters into a Deed of Covenant
6. On any sale transfer or disposal of the Property to resign contemporaneously from and transfer and to dispose of all rights attaching to his membership of the Management Company to the new owner or owners
7. On any sale transfer or disposal of the Property to procure that the new owner or owners of the Property have at the date of such sale transfer or disposal applied to become a member of the Management Company with the intention that the owner or owners for the time being of the Property at all times shall be members of the Management Company
8. On any sale transfer or disposal of the Property to procure contemporaneously that the new owner or owners of the Property will (if so required by the Management Company) become a Company Director and/or a Company Secretary (as the case may be) of the Management Company

### SCHEDULE 3

(The Management Covenants)

1. Subject to the payment of the Maintenance Charge to provide such of the Services as the Transferor or the Management Company shall from time to time deem appropriate in accordance with the principles of good estate management PROVIDED that notwithstanding anything contained in this Transfer neither the Transferor nor the Management Company shall be liable to the Transferee for nor shall the Transferee have any claim against the Transferor or the Management Company in respect of:-
2. Any interruption in any of the Services by reason of inspection repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire explosion water Act of God or by reason of mechanical or other breakdown or frost or other inclement condition or shortage of materials or labour or by reason of any other cause beyond the Transferor's or the Management Company's control
3. Any act omission or negligence of any servant or agent of the Transferor or the Management Company in or about the performance or purported performance of any of the Services

4. Any act or default of any other owner or occupier on the Estate or defective work stoppage or breakage of any appliances apparatus or machinery in or connected with or used for the benefit of the Property or the Estate
5. To procure that every purchaser to whom the Transferor shall hereafter transfer or lease any of the dwellings shall enter into covenants substantially in the same form as the Maintenance Charge Covenants
6. So far as it is able at the written request of the Transferee to enforce the covenants similar to the Maintenance Charge Covenants entered into by the owners for the time being of the other dwellings subject to the Transferee at all times keeping the Transferor or the Management Company indemnified against all costs and expenses incurred in or arising out of any action taken by the Transferor or the Management Company as a result of such request and paying such sums on account of such costs and expenses as may be reasonably requested from time to time

#### SCHEDULE 4

##### (The Services)

1. To provide the following services for the benefit of all the dwellings>
    - 1.1 To manage maintain uphold cleanse repair and renew the Amenity Lands and the Common Accesses and any facilities situate therein in accordance with a scheme determined by the Transferor or the Management Company
    - 1.2 To maintain properly repaired renewed replaced and cleansed:-
      - 1.2.1 Any recycling facilities parking spaces bin stores drives accessways footpaths and any other hard landscaping areas which form part of the Amenity Lands and which are not maintained at the public expense
      - 1.2.2 Any boundary walls railings or fences on the Amenity Lands or Common Accesses belonging to the Estate (whether on the boundaries or otherwise)
      - 1.2.3 Any sewage pumps included within the Amenity Lands or Common Accesses including all mechanical and other apparatus and the outlet pipes or drains connecting the same to the public sewer
      - 1.2.4 Any doors gates pillars and posts within the Estate including any such doors and gates which shall be electrically operated
      - 1.2.5 Any Conducting Media serving the Amenity Lands Of Common Accesses and any facilities situate therein
    - 1.3 To make such regulations (if any) as the Transferor or the Management Company may in their absolute discretion consider necessary and desirable to enable the owners and occupiers of the dwellings to enjoy the Amenity Lands and Common Accesses and the facilities situate therein
    - 1.4 To pay all charges (including the cost of replacement installations and the supply of electricity) t. incurred in connection with the provision of all such services as are herein referred to
    - 1.5 To insure the Amenity Lands and Common Accesses and any facilities situate therein against such risks as the Transferor or the Management Company deems desirable
    - 1.6 To pay any general rates taxes water rates metered water charges and other outgoings payable in If, respect of the Amenity Lands and Common Accesses and any facilities situate therein and to arrange for the collection and disposal of rubbish from any bin stores which may from time to time be provided li with the Amenity Lands except where the facilities provided do not require this to be done “
    - 1.7 To employ and maintain such staff agents and advisers including caretakers Managing Agents and Chartered Accountants as may be required to attend to the running inspection care and management and (where appropriate) the certification and regulation of the Amenity Lands and Common Accesses and any facilities situate therein and the fulfilment of the Transferor’s or the Management Company’s, obligations and responsibilities under this transfer including the provision of statements of account to the Transferee and the owners of the other dwellings “
    - 1.8 (If and where the same is provided for the benefit of the Estate as a whole) to provide and maintain television reception equipment
    - 1.9 To provide such lighting to any drives accessways parking areas paths gardens and grounds within the Amenity Lands and Common Accesses and to provide such other facilities therein as the Transferor or the Management Company shall determine
    - 1.10 In so far as the same are not the liability of or are attributable to the Transferee or the owners or occupiers of any of the other dwellings to abate any nuisance and to execute such works as may be necessary for complying with any notice served by a local authority in connection with the Amenity<sup>3</sup>. Lands or the Common Accesses or any part thereof and generally to comply with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and by-laws made thereunder relating to the Amenity Lands
- To provide any other services which the Transferor or the Management Company (acting reasonably) wishes to provide for the owners of all the dwellings
- To create such reserves by way of reasonable provision for anticipated expenditure as the Transferor of the Management Company may in their absolute discretion (acting reasonably) determine

#### SCHEDULE 5

##### (The Maintenance Expenses)

1. All such sums as are expended by the Transferor or the Management Company in or incidental to:-
  - 1.1 The management and administration of the Management Company
  - 1.2 Managing insuring maintaining upholding cleansing repairing and renewing the Amenity Lands and Common Accesses and any facilities situate therein
  - 1.3 Carrying out its obligations and providing the services referred to in the Management Covenants save in respect of the services referred to in paragraph 3 of Schedule 3
  - 1.4 Performing and observing all obligations entered into by it for the benefit of the owners of the dwellings
  - 1.5 Creating such reserves by way of reasonable provision for anticipated expenditure as the Transferor or the Management Company may in its absolute discretion (acting reasonably) determine
  - 1.6 Any other services which the Transferor or the Management Company (acting reasonably) wishes to provide for the owners of all of the dwellings
2. Such other expenses as the Management Company may incur in the exercise of any of the objectives set out in its Memorandum of Association
3. The costs of administration and management of the Services and all other services referred to in this Schedule and the costs of calculating certifying and collecting all such sums as are herein referred to
4. Paying general rates taxes and other outgoings payable in respect of the Amenity Lands and Common Accesses
5. The Estate contribution in relation to the maintenance and repair of the Accessway

### SCHEDULE 6

#### (The Maintenance Charge)

1. The Maintenance Charge payable by the Transferee shall be a fair share per dwelling with all other owners of the dwellings of the Maintenance Expenses provided that the Transferor or the Management Company shall have power reasonably to vary such proportion in consequence of any alteration or addition to the Estate or any other relevant circumstances
2. The amount of the Maintenance Charge payable by the Transferee shall be such proportion as is referred to in paragraph 1 of this Schedule of the estimated amount of the total costs and expenses to be incurred in the next following period of not more than a year of the Maintenance Expenses due allowance being made for any surplus remaining from any previous payments and due addition being made for any previous deficit
3. Such estimate shall be certified by Chartered Accountants engaged or employed by the Transferor or the Management Company whose certificate shall be final and binding on all parties
4. The amount of the Maintenance Charge payable by the Transferee shall be paid on the day of demand failing which interest at the rate of 4% per annum over the base rate for the time being of HSBC plc shall be payable from demand until payment
5. As soon as practicable after the end of each accounting year Chartered Accountants engaged or employed by the Transferor or the Management Company shall determine and certify the amount by which the estimate referred to in paragraph 2 of this Schedule shall have been exceeded or fallen short of the actual expenditure in the accounting year and the Transferee shall be entitled to a copy of this certificate at the expense of the Transferor or the Management Company
6. Any sums collected by way of a reserve fund or funds shall be held by the Transferor or the Management Company until expended upon trust for the Transferee and the owners of all the other dwellings

### SCHEDULE 7

#### (Deed of Covenant)

THIS DEED OF COVENANT is made the \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN

(1) [ ] of [ ] ("the Transferee") and (2) [Taylor Woodrow Developments Limited] [Middlemarch Residents Association Limited]

whose registered office is situate at [ ] ("the Company")

WHEREAS

(1) By a Transfer dated [ ] ("the Original Transfer") [Taylor Woodrow Developments Limited] [the Company] transferred to [deleted] ("the Original Purchaser") the freehold land and dwelling known as (<X property description > ("the Premises") and the Original Transfer contained a covenant on the part of the Original Purchaser for himself and his successors in title not to sell transfer or dispose of the Premises without contemporaneously procuring that the new owner or owners thereof enters into a Deed of Covenant in the form of these presents (mutatis mutandis)



- (2) The freehold interest in the Premises is presently vested in the names of [ ] and is registered at the Land Registry under title number [ ]
- (3) The Transferee has contracted with the said [ ] for the purchase of the freehold interest in the Premises
- (4) The consent of the Company is required before the transfer of the Premises in favour of the Transferee can be registered at the Land Registry

#### OPERATIVE PROVISIONS

1. The Transferee hereby covenants with the Company as follows:-
  - 1.1 To observe and perform all the covenants and stipulations on the part of the Original Transferee contained in clauses 13.7 and 15.1 and Schedules 1 and 2 in the Original Transfer
  - 1.2 On any sale transfer or other disposal of the Premises to procure that the new owner or owners thereof enters into a Deed of Covenant in the form of the Deed of Covenant set out in Schedule 7 of the Original Transfer (mutatis mutandis) !
  - 1.3 On any sale transfer or other disposal of the Premises to resign contemporaneously from and transfer and dispose of all rights attaching to his membership of Middlemarch Residents Association Limited to the new owner or owners
  - 1.4 On any sale transfer or other disposal of the Premises to procure that the new owner or owners of the Premises have at the date of such sale transfer or other disposal applied to become a member of Middlemarch Residents Association Limited with the intention that the owner or owners for the time being of the Premises at all time shall be members of Middlemarch Residents Association Limited
  - 1.5 On any sale transfer or other disposal of the Premises to procure contemporaneously that the new owner or owners of the Premises will (if so required by Middlemarch Residents Association Limited) become a Company Director and/or a Company Secretary (as the case may be) of Middlemarch Residents Association Limited
  - 1.6 To pay to the Company or its solicitors their proper costs in respect of the preparation and completion of these presents and any Stamp Duty payable thereon

The parties acknowledge that-

- 2.1 The Transferee has applied to become a member of Middlemarch Residents Association Limited and
- 2.2 [The Transferee has applied to become a Company Director and/or a Company Secretary of Middlemarch Residents Association Limited  
or [The Company certifies that the Transferee is not required to apply to become a Company Director\_ and/or a Company Secretary of Middlemarch Residents Association Limited]

The Company hereby consents to the registration of the transfer of the Premises in favour of the Transferee at the Land Registry

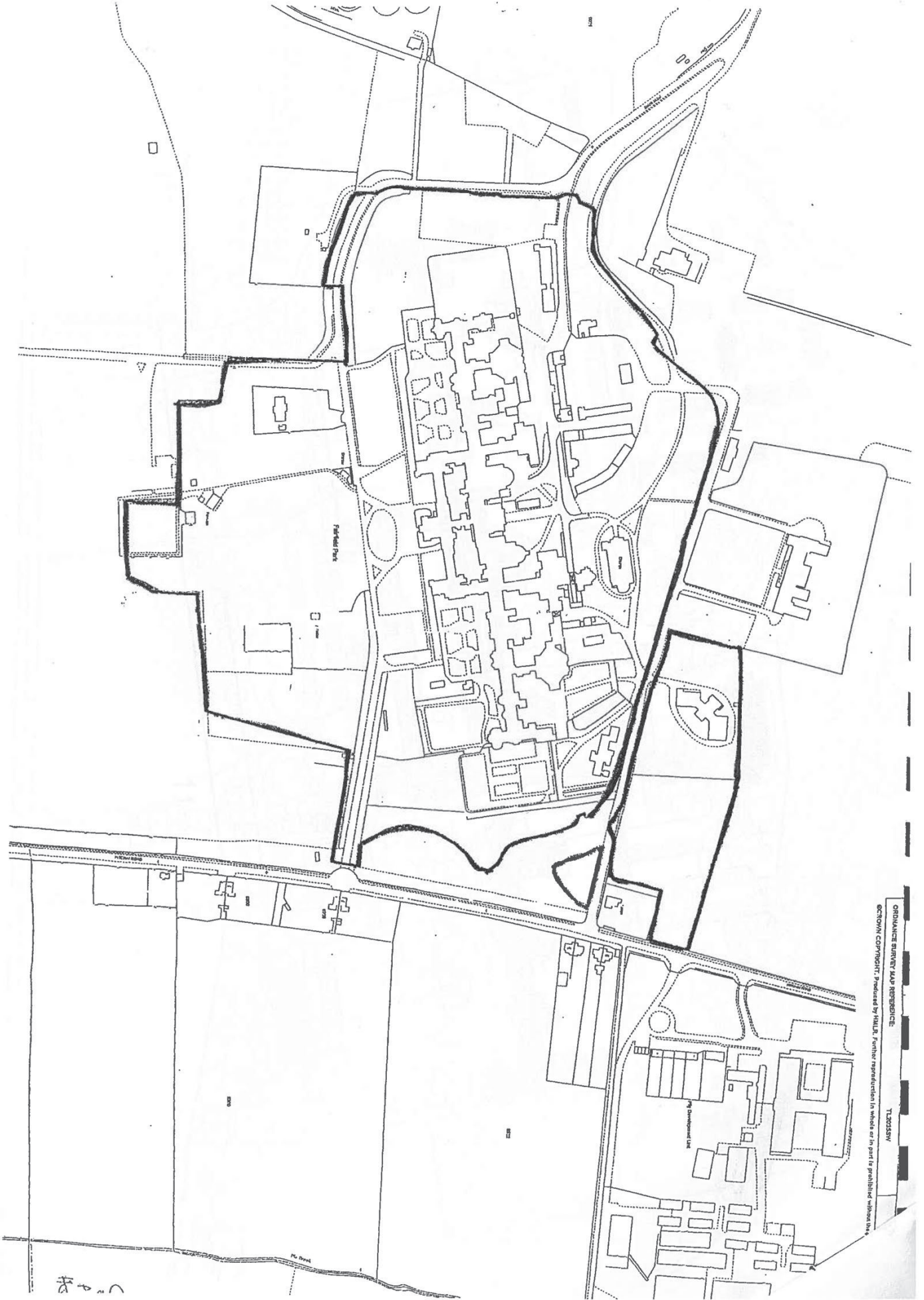
The Transferee will apply to the Chief Land Registrar at the Land Registry to enter a restriction on the register of the title to the Property to the effect that no disposition of the registered estate other than a charge by the proprietor of the registered estate or by the registered proprietor of any registered charge is registered without a certificate signed by the Company or its solicitors that the provisions of clause

16.1 of a Transfer dated [ ] have been complied with

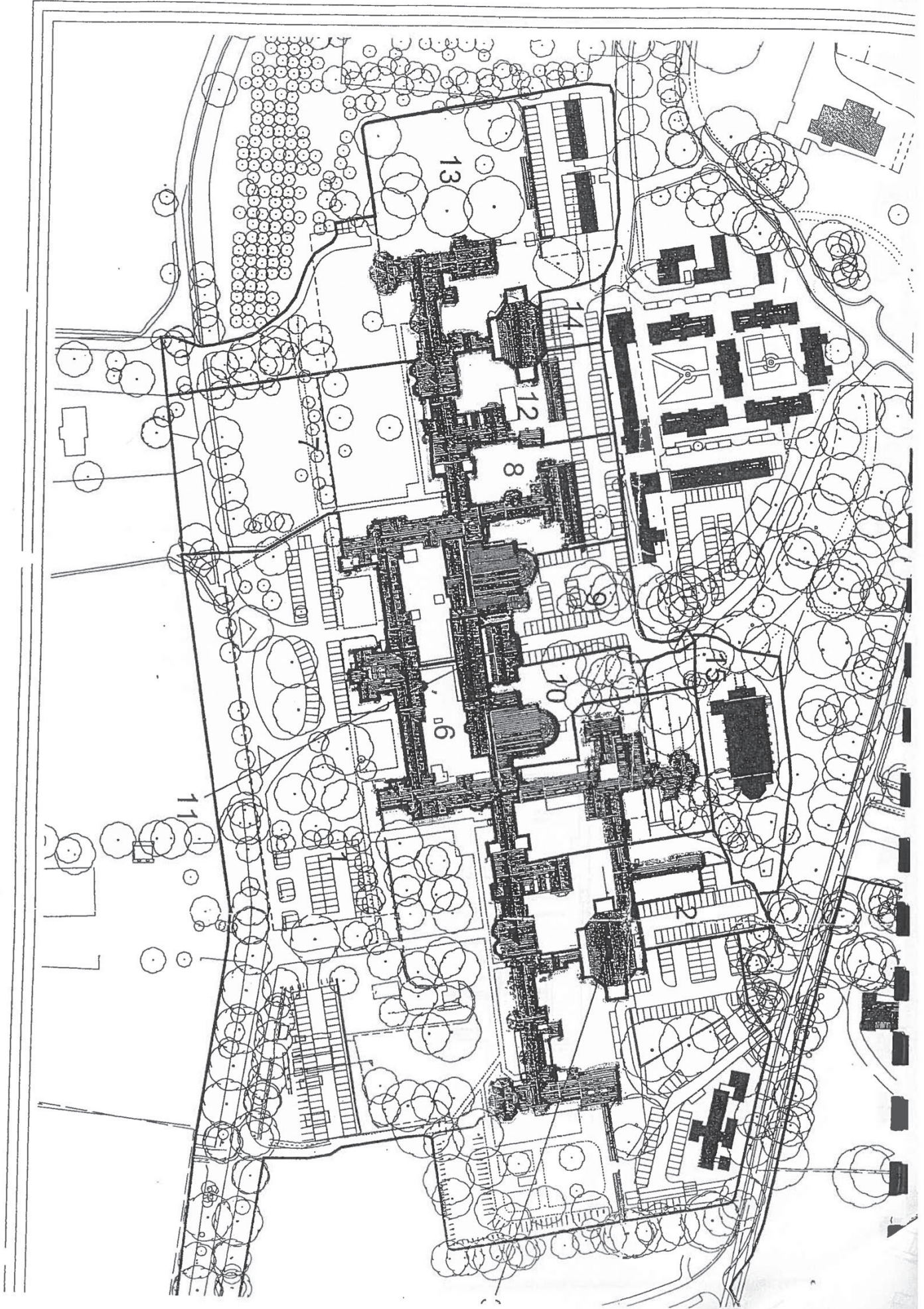
In this deed where the context so admits:-

1. Words importing the singular number only include the plural number and vice versa words importing the masculine gender only include the feminine gender and reference to "the Company" and "the Transferee" shall include their respective successors in title
2. Where there are two or more persons included in the expression "the Transferee" covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally

This document is executed as a deed and is delivered on the date stated at the beginning of this deed) of



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APPENDIX B

**LOCAL GOVERNMENT AND PUBLIC INVOLVEMENT  
IN HEALTH ACT 2007  
COMMUNITY GOVERNANCE REVIEW**

**STOTFOLD PARISH – AREA OF FAIRFIELD**

**TERMS OF REFERENCE**

**INTRODUCTION**

**Context**

Central Bedfordshire Council has resolved to undertake a Community Governance Review of the area of Fairfield within the parish of Stotfold. The area is defined as the development on the former Fairfield hospital site extending west to parish boundary of Arlesey, extending east and south to the boundary of North Hertfordshire District Council and to the North/South line of Pix Brook. The northern boundary extends to the centre line of the A507.

In undertaking the Review, the Council will be guided by Part 4 of the Local Government and Public Involvement in Health Act 2007, the relevant parts of the Local Government Act 1972, Guidance on Community Governance Reviews issued in accordance with section 100 (4) of the Local Government and Public Involvement in Health Act 2007 by the Department of Communities and Local Government and the Local Government Boundary Commission for England in March 2010, and the following regulations which guide, in particular, consequential matters arising from the Review: Local Government (Parishes and Parish Councils) (England) Regulations 2008 (SI2008/625); Local Government Finance (New Parishes) Regulations 2008 (SI2008/626).

**Why is the Council undertaking the Review?**

The Council is in receipt of a valid petition to undertake a Community Governance Review and to make recommendation to the Electoral Commission to form a new parish council to be known as Fairfield Community Council. Consequently, the Council must therefore undertake a Review in accordance with Section 83 (2) of the Act.

**What is Community Governance Review?**

A Community Governance Review can be a review of the whole or part of the Council area to consider one or more of the following :

- creating, merging, altering or abolishing parishes;
- the naming of parishes and the style of new parishes;
- The electoral arrangements for parishes (the ordinary year of election; council size; the number of councillors to be elected to the council and parish warding);
- Grouping parishes under a common parish council or de-grouping

APPENDIX B

**Parish Governance in our area**

The Council wants to ensure that parish governance in our area continues to be robust, representative and enabled to meet the challenges that lie before it. Furthermore, it wants to ensure that there is clarity and transparency to the areas that parish councils represent.

**Who undertakes the Review?**

The General Purposes Committee of the Council has delegated powers to deal with all matters relating to this Review.

**CONSULTATION**

**How the Council proposes to conduct consultations during the Review?**

The Council has now drawn up and now publishes this Terms of Reference document. This document lays out the aims of the review, the legislation that guides it and some of the policies that the Council considers important in the review.

In coming to its Recommendations in a Review, the Council will need to take account of the views of local people. The Act requires the Council to consult the local government electors for the area under review and any other person or body who appears to have an interest in the Review and to take the representations that are received into account by judging them against the criteria in the Local Government and Public Involvement in Health Act 2007.

In accordance with the Act, representations received in connection with the Review will be taken into account, and steps will be taken to notify consultees of the outcome of the Review. The Council will make available for public inspection full copies of all representations it takes into account as part of the Review.

**A timetable for the Review**

<b>Action</b>	<b>Timetable</b>	<b>Date(s)</b>
Terms of Reference are published		8 August
Consultation	Three months	8 August to 7 November
Draft Proposals are prepared	One month	
Draft Proposals are published		9 December
Consultation	One month	9 December to 9 January
Final Proposals are prepared	One month	
Final Proposals are published		10 February
General Purposes Committee publishes the Reorganisation Order	thereafter	

APPENDIX B

**How to contact us**

The contact officer for the Review is:

Brian Dunleavy  
(Democratic Services Manager),  
Central Bedfordshire Council,  
Priory House,  
Chicksands,  
Shefford,  
Bedfordshire  
SG17 5TQ

[brian.dunleavy@centralbedfordshire.gov.uk](mailto:brian.dunleavy@centralbedfordshire.gov.uk)

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