



LEASEHOLD REFORM ACT 1967

**Management Scheme
for
Welwyn Garden City**

WELWYN HATFIELD DISTRICT COUNCIL
as successors in title to
COMMISSION FOR THE NEW TOWNS
by virtue of the New Towns (Amendment) Act 1976

MR HALLIDAY IN THE HIGH COURT OF JUSTICE
REGISTRAR CHANCERY DIVISION (GROUP B)
Folio 41 HJW MR JUSTICE WALTON
THURSDAY the 7th day of JUNE 1973

1971 C 10437

IN THE MATTER of WELWYN GARDEN CITY in the County of Hertford

and

IN THE MATTER of the LEASEHOLD REFORM ACT 1967

BETWEEN

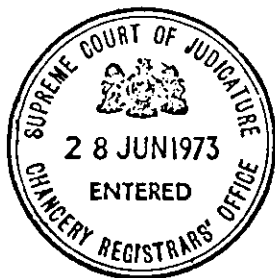
COMMISSION FOR THE NEW TOWNS

Plaintiffs

and

- (1) Robert William Berman
- (2) William Joseph Shaw
- (3) Hilda Ruth Shaw (Married Woman)
- (4) John Stapleton Gunn
- (5) Thomas Clive Booth
- (6) John Edward Blackburn
- (7) David Frank Kohler
- (8) Anthony Graham Marshall Last
sued as Anthony Graham Last and
- (9) David Brooks Rowlands

Defendants



THE APPLICATION of the Plaintiffs by Originating Summons dated 17th December 1971 (and re-issued on amendment on 1st August 1972) which upon hearing the Solicitors for the Plaintiffs and for the Defendants Robert William Berman William Joseph Shaw Hilda Ruth Shaw and David Brooks Rowlands and the Defendants John Stapleton Gunn David Frank Kohler and Anthony Graham Marshall Last in person in Chambers was adjourned to be heard in Court coming on to be heard accordingly on 21st February 1973 and 23rd February 1973

AND THE MASTER not requiring strict proof of service of Notice of the adjourned hearing of the said application upon the Defendant Thomas Clive Booth

AND UPON HEARING Counsel for the Plaintiffs and the Defendants William Joseph Shaw John Stapleton Gunn John Edward Blackburn David Frank Kohler and Anthony Graham Marshall Last in person

AND UPON READING an Affidavit of Anthony Pitchforth filed 13th November 1972 of service inter alia on the Defendant Thomas Clive Booth of Notice of Appointment to hear the said Originating Summons on 8th November 1972 when the same was adjourned to be heard in Court and the exhibit in the said Affidavit referred to and three Affidavits of Sydney Percy Lakin sworn respectively 17th December 1971 19th July 1972 and 3rd August 1972 an Affidavit of John Stapleton Gunn an Affidavit of Robert Adrian Humbert an Affidavit of David Brooks Rowlands an Affidavit of Thomas Clive Booth an Affidavit of Anthony Graham Marshall Last an Affidavit of William Joseph Shaw an Affidavit of Hilda Ruth Shaw an Affidavit of John Edward Blackburn and an Affidavit of David Frank Kohler all filed 23rd February 1973 and the exhibits therein respectively referred to the exhibit marked "SPLA" to the said Affidavit of Sydney Percy Lakin sworn 17th December 1971 being a Certificate dated 8th January 1971 of the Secretary of State for the Department of the Environment given under Section 19 (1) of the Leasehold Reform Act 1967 relating to Welwyn Garden City

THIS COURT BEING OF OPINION that the Scheme set forth in the Schedule hereto is fair and practicable and does not give the Plaintiffs a degree of control out of proportion to that previously exercised by them or to that required for the purposes of the said Scheme DOTH in pursuance of the provisions of Section 19 of the Leasehold Reform Act 1967 APPROVE the said Scheme

AND THIS COURT DOTH ORDER that the Plaintiffs do cause the said Scheme to be registered as a Local Land Charge under the Land Charges Act 1972

THE SCHEDULE

THE SCHEME

This Scheme is established under the authority conferred by Section 19 of the Leasehold Reform Act 1967 and the Certificate of the Secretary of State for the Department of the Environment dated 8th January 1971. The Scheme is to be administered for the purpose of maintaining and enhancing amenities and values in Welwyn Garden City and with due regard to the convenience and welfare of persons residing working and carrying on business there.

1. In this Scheme where the context so admits the following expressions have the meanings set opposite them respectively that is to say:

Expression	Meaning
(1) "The Act"	The Leasehold Reform Act 1967 or any statutory modification or re-enactment thereof.
(2) "The Operative Date"	The date of the order of the High Court of Justice approving this Scheme.
(3) "The Commission"	Commission for the New Towns (a body corporate subsisting under the provisions of the New Towns Act 1965) or any other body to whom its powers and rights may be transferred pursuant to Clause 9 of this Scheme.
(4) "The Estate"	The land and buildings situate in the Urban District of Welwyn Garden City in the County of Hertford which are delineated on the plan annexed and thereon coloured pink.
(5) "Owner"	Each person or corporation who or which shall at any time after the Operative Date acquire (either alone or jointly with any other person or persons corporation or corporations) any part or parts of the Estate for an estate in fee simple whether pursuant to Part I of the Act or otherwise.
(6) "Premises"	In relation to an Owner means that part of the Estate which shall be acquired by such Owner as aforesaid.

2. (1) Every Owner shall at all times in relation to the Premises observe perform fulfil and keep the several stipulations conditions and provisions set out in the Appendix to this Scheme.

(2) Where more than one person is the Owner in relation to particular Premises the obligations imposed by this Clause shall be the joint and several liability of every person who shall be the Owner in relation to those Premises.

3. If any Owner shall fail to repair and amend the Premises in accordance with any notice which may be given under paragraph 7 of the Appendix to this Scheme within three months after the date of such notice the Commission and its surveyors agents and workmen may enter upon the Premises and make all necessary or proper reparations and amendment thereof and any moneys expended by the Commission for that purpose shall be repayable by the Owner on demand.

4. All sums payable to the Commission by any Owner under any of the provisions of this Scheme which shall not have been paid to the Commission before the expiration of 28 days after the Commission shall have notified the amount thereof in writing to the Owner by whom the same are payable and demanded payment thereof shall be a charge upon that Owner's Premises enforceable as mentioned in Subsection (8) of Section 19 of the Act PROVIDED ALWAYS that the Charge arising under this Scheme shall be postponed to any legal charge or mortgage whether effected before or after the date of this Scheme coming into force and being a First Charge upon the premises either registered at H.M. Land Registry or under which the Chargee or Mortgagee is entitled to possession of the title deeds And the owner of any such charge or mortgage shall have the right to make further advances to rank in priority to the Charge arising under this Scheme.
5. Where the provisions of this Scheme prohibit the doing of any act or thing without the consent in writing of the Commission or until plans have been submitted to and approved by the Commission the Commission may before giving such consent or approval
 - (1) give notice in writing specifying the act or thing in respect of which consent or approval is sought to every Owner or lessee of any part of the Estate who (in the opinion of the Commission) will or may be directly affected thereby and
 - (2) consider any objections or representations regarding such act or thing which may be made by any such Owner or lessee within such time as may be limited by the Commission when giving such notice as aforesaid.
6.
 - (1) The Commission will consider any breach or alleged breach of any of the provisions of this Scheme of which notice may be received from any lessee or Owner of any part of the Estate at any time or times and will decide whether or not to take any action thereon.
 - (2) Nothing herein contained shall entitle any person to require the Commission to take any action in any particular case.
7. Where by the terms of this Scheme the consent of the Commission is made necessary for any purpose such consent shall not be unreasonably withheld by the Commission.
8. Any dispute or disagreement between the Commission and the Owner in connection with the administration or interpretation of this Scheme shall be determined by a single arbitrator who in default of agreement shall be nominated by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1950 or any statutory modification thereof.
9. (a) The Commission may (subject to the provisions of the New Towns Act 1965 and any statutory modification or re-enactment thereof and to any other statutory restriction affecting the same) at any time after the Operative Date by deed transfer to any other body whether corporate or unincorporate (including a body constituted for the purpose) all the powers and rights conferred by this Scheme upon the Commission or such of the said powers and rights as may be specified in such deed and as from the date of any such deed references in this Scheme to the Commission shall have effect in relation

to the said powers and rights or such of them as may be specified in such deed as references to the party or other body to whom the said powers and rights have been transferred.

- (b) This Scheme may be terminated or the provisions thereof may be varied or any part of the Estate may be excluded from the operation of this Scheme by an order of the High Court made on the application of the Commission or any Owner if a change in the circumstances makes such termination variation or exclusion appropriate.

APPENDIX

Stipulations conditions and provisions binding upon each Owner

1. To keep and maintain in good and substantial repair and condition:
 - (i) The main walls and exterior walls of the buildings comprised in the Premises including walls of open and covered yards (whether constructed of brick stone or other material).
 - (ii) The roofs of the buildings comprised in the Premises including eaves-guttering and down-pipes.
 - (iii) The external doors and windows of the buildings comprised in the Premises (except locks and fastenings but including glass).
 - (iv) All boundary walls fences and hedges which shall be marked with a T on any plan annexed to or referred to in the assurance whereby the interest of the Commission in the Premises shall be transferred to the Owner or his predecessor in title or which shall be otherwise identified in such assurance as being the responsibility of the Owner.
 - (v) All drains soil and other pipes and sanitary and water apparatus in or under the Premises and appertaining thereto.
2. To cultivate and keep the garden and grounds comprised in the Premises in proper and neat order and condition and free from noxious weeds.
3. Not without the previous written consent of the Commission to cut down lop or top any tree exceeding 15 feet in height now or hereafter growing on the Premises or to uproot or destroy any boundary hedge upon the Premises but to keep such hedges properly trimmed to the satisfaction of the Commission.
4. To paint the exterior of the buildings comprised in the Premises in harmony with the style and colour of other buildings in the neighbourhood.
5. Not to excavate or dig any sand gravel earth or minerals of any description out of the Premises except for the purpose of building (as may be permitted by this Scheme) upon the Premises or for use in the garden or grounds thereof.
6. To pay and contribute to the Commission or any other party undertaking maintenance repair or renewal of any party wall fence hedge gutter downspout gulley private sewer manhole drain water pipe gas pipe cable wire or access way or

any other service or construction used by or benefiting the Premises in common with any other property adjoining or near to the Premises a fair proportion of the expense of such maintenance repair or renewal such proportion to be determined in default of agreement by arbitration as hereinbefore provided.

7. To permit any person or persons authorised by the Commission at all reasonable times after reasonable notice to enter upon the Premises and every part thereof to examine the state and condition thereof or to take and record measurements or other particulars thereof in respect of the matters mentioned in paragraph 1 of this Appendix and on notice in writing of any specific breach of the obligations imposed by paragraph 1 of this Appendix being given to the Owner or left at or upon the Premises for him by or on behalf of the Commission to remedy and amend the same within three calendar months after the date of such notice.
8. To permit the Commission and its lessees or tenants of any adjoining property and the Owners of any adjoining property and their respective surveyors agents and workmen (such lessees tenants or adjoining Owners having previously obtained the written consent of the Commission for such purpose) at all reasonable times in the daytime to enter upon the Premises or any part thereof for the purpose of repairing any such adjoining property as occasion shall require or for the purpose of making repairing maintaining laying down testing cleansing lighting and keeping in good order and condition all roads ways pavements sewers drains gas and water mains and pipes electric mains cables and wires watercourses party walls structures fences or hedges and other conveniences which shall belong or be used for the Premises in common with other property or for the full enjoyment of any rights excepted and reserved out of the Premises or for any other reasonable purposes the Commission person or persons who shall make any such entry doing as little damage as may be and making good or paying reasonable compensation for any damage occasioned thereby to the Premises or the Owner.
9.
 - (i) Not to permit or suffer to be done in or upon the Premises or any part thereof any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Owners lessees or occupiers of any adjoining or neighbouring premises comprised in the Estate or which shall or may be detrimental to the neighbourhood.
 - (ii) Not to use the Premises or any part thereof or suffer the same to be used for any illegal or immoral purpose.
 - (iii) Not to keep or permit or suffer to be kept on the Premises or any part thereof any animal bird or creature or creatures which by reason of the nature or numbers thereof may be or become dangerous noisy noisome or offensive.
 - (iv) Not without the previous written consent of the Commission to use or permit or suffer to be used the forecourt entrance drive or pathways or any part of the garden land of the Premises for the storage of any vehicle or caravan or boat or moveable dwelling or for the storage of anything of any nature whatsoever PROVIDED that no consent as aforesaid shall be required for the parking of private motor vehicles for a reasonable period.
 - (v) Not without the previous consent in writing of the Commission to use or let the Premises or any part thereof or suffer the same to be used for the purpose of any

trade business or profession and not to use exhibit or publish the address of the Premises in connection with or for the purpose of any trade business or profession but to use the Premises as a single private dwellinghouse only for the sole occupation of the Owner or a tenant or other occupier of the entirety thereof and the family and members of the household of the Owner or such tenant or occupier and without prejudice to the generality of the foregoing covenant not in particular to use the Premises or suffer the same to be used as a boarding house or lodging house.

(vi) Not without the previous consent in writing of the Commission to use the Premises or any part thereof or suffer the same to be used for the purpose of advertising or to display or permit to be displayed thereon any advertisement or trade professional or commercial name-plate and to remove forthwith and discontinue thereafter the use of any advertisement or name-plate to which the Commission may at any time take objection notwithstanding any previous consent thereto.

(vii) During such time as any Radio and Television Relay System to which the Premises are connected is in operation not without the consent of the Commission to erect on or affix to the exterior of the Premises any radio or television aerial or mast and to connect to such system any apparatus for the reception of wireless or television (if such apparatus requires an aerial or mast) which the Owner may desire to install in the Premises only in accordance with the requirements of the owner or owners of the said Radio and Television Relay System and to pay to the Commission (if and when demanded) the current rates charged by the owner or owners of the said Radio and Television Relay System for the connection of the Premises with the system whether or not the system is used by the Owner.

(viii) If the Premises are not connected to said Radio and Television Relay System mentioned in sub-clause (vii) hereof or if such system shall be discontinued not to erect upon the Premises any television or other aerial or mast without the previous approval in writing of the Commission to the position and design thereof.

(ix) Not without the previous consent in writing of the Commission to erect on or affix to the Premises any apparatus for the reception or transmission of wireless telegraphy or wireless telephony and in the event of such permission being obtained not to make any claim against the Commission in respect of any disturbance or interference with the reception or transmission of such wireless apparatus caused by or owing to the use of electrical apparatus or installations on any property in the control or occupation of the Commission.

10. (i) Except with the previous consent in writing of the Commission not to form build erect or plant any enclosure wall hedge fence or any other obstruction or any tree shrub bush or plant upon any part of the Premises laid out in common with any other adjacent land as an area of open frontage but to maintain the same open and without obstruction and in keeping with the landscaping and layout of the area in which the Premises are situated.

(ii) Not to erect or construct or lay on the Premises or suffer to be erected or constructed or laid thereon any further building or erection paving concrete or other hard standing whatsoever without the previous approval in writing of the Commission and not to alter the external plan or elevation of any existing building or of any further building or other erection for the time being standing on the

Premises or make any alterations which affect the external appearance thereof without the previous approval in writing of the Commission PROVIDED that no such consent as aforesaid shall be required for the laying of garden paths or paving ancillary to garden purposes in any back garden or part of the Premises other than the area between the dwellinghouse included in the Premises and the adjacent public highway or highways.

(iii) To carry out any works permission for which has been granted in accordance with the foregoing clauses in a good substantial and workmanlike manner with sound and proper materials and where necessary with drains and connections with sewers and with boundary walls fences or hedges in conformity with the building regulations of the local authority for the time being in force and in a position and in accordance with plans elevations sections and specifications to be previously approved by the Commission and to pay to the Commission a reasonable fee (if so required) for the approval of such plans elevations sections and specifications and to produce to the Commission when required such vouchers or other reasonable evidence as shall be necessary to satisfy it that the said buildings or other erections additions or alterations have been erected or made in all respects in accordance with the foregoing covenant.

11. To insure and keep insured all buildings which are on the Operative Date or at any time thereafter erected or standing on the Premises against loss or damage by fire explosion and aircraft in a well established insurance office in the full replacement value thereof and to pay all premiums and sums of money necessary for that purpose and when required so to do to produce and show to the Commission proof of compliance with this covenant and to cause all moneys received by virtue of such insurance to be laid out in reinstating the said buildings and in case such moneys shall be insufficient for such purpose to make good the deficiency out of the Owner's own moneys. For the purpose of registration to produce to the Commission or its Solicitor or other authorised agent for the time being all conveyances and leases relating to the Premises or any part thereof and every other document affecting or evidencing the devolution of the title thereto or any term or sub-term therein (except any mortgage or charge or any lease for a term not exceeding three years) within one calendar month after execution thereof and to produce to it or him all probates of wills or letters of administration to the estate and effects of every deceased owner lessee assignee or under-lessee of the Premises or any part thereof (except where the same only relates to a term or sub-term not exceeding three years) within three calendar months after the date of such grant of probate or letters of administration and on leaving or producing the same to pay to it or him a fee of fifty new pence in respect of each conveyance lease probate or other documents so left or produced.