

Scheme of Management

Managed by Letchworth Garden City Heritage Foundation

An Industrial and Provident Society, with charitable status,
registered number 28211R (formerly Letchworth Garden City Corporation).
One Garden City, Broadway, Letchworth Garden City, SG6 3BF

**SCHEME OF MANAGEMENT UNDER THE
LEASEHOLD REFORM ACT 1967**

Definitions

1. In this Scheme the following expressions have the meanings hereunder assigned to them:
 - (a) "the Act" means the Leasehold Reform Act 1967 and shall include any statutory re-enactment or amendment thereof
 - (b) "the 1962 Act" means the Letchworth Garden City Corporation Act 1962
 - (c) "the Corporation" means the Board of the Letchworth Garden City Corporation constituted by and appointed pursuant to the 1962 Act and "the Corporation" or its successors in title to the Estate shall be the Landlord within the meaning of the Act and the managers of this Scheme
 - (d) "the Estate" means all that area in the Garden City Estate of Letchworth being bounded by a thick red line on the plan annexed hereto
 - (e) "the Scheme Area" means those lands of the Corporation extending in the aggregate to about 4118 acres comprising such parts of the Estate as are shown on the said plan annexed hereto and thereon coloured green
 - (f) "Enfranchised property" means any property in respect of which the following conditions are satisfied namely
 - (i) it was formerly part of the Estate
 - (ii) the freehold thereof has been acquired under the provisions of the Act or on such terms as to make it subject to the provisions of the Scheme
 - (g) "the date of enfranchisement" means the date of the conveyance whereby the freehold of an enfranchised property ceases to be the freehold of the Corporation
 - (h) "owner" in respect of an enfranchised property means the person in whom the freehold thereof is vested and shall include every person from time to time occupying or having a legal estate in that property

- (i) "the Scheme" means this Scheme as varied from time to time
- Object: to preserve standard of appearance and amenity
2. The object of the Scheme is to ensure for the benefit of tenants of houses buildings and land on the Estate (whether tenants holding under long tenancies at low rents within the meaning of the Act or not) and of freeholders of such houses buildings and land that the Estate and the standards of appearance and amenity (whether existing or in future) on the Estate shall be preserved and not deteriorate by reason of any tenant of a house in the Scheme area acquiring the freehold of the house either under the enfranchisement provisions of the Act or otherwise
- Owner of freehold takes subject to Scheme
3. An owner of an enfranchised property within the Scheme area shall take the freehold subject to:
- (i) the provisions of this Scheme
- (ii) the covenants and provisions set out in the Schedule hereto or such of the said covenants and provisions as the Corporation shall deem it proper to include by reference or otherwise in the Conveyance of the freehold of the said enfranchised property and the Corporation shall be entitled to require the owner to covenant on behalf of himself and his successors in title in the Conveyance of the freehold to him that the owner and his successors in title will at all times thereafter observe and perform the covenants and provisions of the Scheme and the Corporation shall be entitled to require the covenants and provisions of the Scheme or such of them as the corporation may determine to be set out in detail in any such Conveyance
- Covenants in Conveyance of freehold
- Continuing liability to contribute to maintenance of things used in common under former lease
4. In the event of there being any provisions in any lease or other document in force against an enfranchised property immediately before the date of enfranchisement and relating to any liability in respect of or contributions to the cost of maintenance of any roads footpaths drains sewers car parks garages forecourts open spaces or other easements or service areas or other things used or enjoyed in common with other owners of other properties then notwithstanding enfranchisement the provisions of any such lease or other document shall be deemed to remain in force and shall bind the enfranchised property and the owner thereof and the said provisions shall be deemed to be included in and transferred by the Conveyance of the freehold to the owner

- To pay to the Corporation expenditure incurred in relation to enfranchised property
5. An owner of a property shall pay to the Corporation on demand
- (a) any sum previously expended by the Corporation in the repair and maintenance of any buildings or structures on the enfranchised property or for carrying out work to remedy any failure of the owner to comply with the Scheme in respect of the enfranchised property
- (b) a proper proportion of any sum expended by the Corporation in the maintenance and repair of any property or thing used or enjoyed by the enfranchised property in common with neighbouring properties such proportion in case of difference to be settled by the Surveyor for the time being of the Corporation
- Charge by way of legal mortgage
6. Any payment due to the Corporation under the preceding clause or any clause of the Scheme or any covenants contained in the First Schedule hereto shall be recoverable by action against the owner and until so recovered shall be charged or deemed to be charged by way of legal mortgage on the enfranchised property and for enforcing such charge the Corporation shall have the powers and remedies under the Law of Property Act 1925 as if the Corporation were a mortgagee under a deed creating a charge by way of legal mortgage and conferring on the Corporation for the time being the mortgagees' statutory powers of sale and leasing and of appointing a Receiver
- Appointment of Advisory Management Committee
7. (a) As and from the date when there shall be 50 or more owners of enfranchised property within the Scheme, the Corporation shall constitute a body to be known as the Advisory Management Committee (hereinafter referred to as "the Committee")
- (b) Subject as hereinafter provided the Committee shall consist of four members to be appointed as follows
- 2 appointed by the Corporation
- 2 appointed by such body as shall to the reasonable satisfaction of the Corporation represent the owners of enfranchised properties within the Scheme Area
- Provided that in the event of an association being formed which shall to the reasonable satisfaction of the Corporation separately represent lessees of residential properties within the Scheme Area such association shall be permitted to appoint 2 persons as members of the Committee

- (c) the Committee shall be empowered to appoint a Chairman from within its own members and to regulate its own proceedings
 - (d) The Secretary of the Committee shall be the Chief Officer for the time being of the Corporation and the administrative work of the Committee shall be carried out by Officers of the Corporation
 - (e) The Committee shall be charged with the duty of keeping the Management Scheme under review and consideration of any matters arising under the Management Scheme where there is a difference between an owner of an enfranchised property and the Corporation either as to the interpretation or application of the provisions of the Management Scheme and of making recommendations thereon to the Corporation
- Right to terminate or vary scheme 8. On the application of the Corporation or of not less than 100 of the owners the High Court may terminate or vary all or any of the provisions of the Scheme or exclude part of the estate if a change of circumstances makes this appropriate or may transfer any or all of the powers and rights conferred by the Scheme on the Corporation to a local authority or other body
- Services of Notices 9. Any notice under this Scheme shall be served on the person on whom it has to be served either personally or by leaving it for him at his last known place of abode or by sending it through the post in a registered letter or by recorded post addressed to him there

First schedule above referred to
Covenants to be observed and performed by
an Owner (and his successors in title)

- Enfranchised property to be kept in good tenable order and repair 1. An owner shall at all times to the satisfaction of the Corporation repair maintain and paint and keep in good and tenable order and repair the exterior of the dwellinghouse and the other buildings on an enfranchised property and when necessary shall replace walls and fences along the boundaries of the enfranchised property and shall keep the hedges on and along such boundaries properly trimmed and in good condition

Open-front development		Where the lease in force in respect of an enfranchised property immediately before the date of enfranchisement contained a covenant that no wall fence hedge gate posts or other obstruction shall be erected planted or placed in front of the building line no wall fence hedge gate posts or other obstruction shall be erected planted or placed in front of the building line of the enfranchised property. In the case of any wall fence or hedge on or along a boundary between the enfranchised property and an adjoining property on the Estate having been deemed a party wall fence or hedge such wall fence or hedge shall continue to be deemed a party wall fence or hedge and be repairable maintainable and replaceable accordingly
Party walls fences etc.		
Maintain garden and grounds in clean and tidy condition	2.	An owner shall keep the garden and grounds of the enfranchised property in good order properly cultivated in a clean and tidy condition free from noxious weeds and free from litter and refuse and shall from time to time as and when necessary or desirable top lop pollard prune or cut down any trees or hedges the growth or development of which or the roots of which unless so treated has caused or is likely to cause damage loss or injury to the owners occupiers or users of adjoining or neighbouring premises or to users of any adjoining path road or highway but otherwise shall not cut down any trees or hedges growing on the premises without the previous consent in writing of the Corporation
Contribute proper proportion to expense of maintaining party walls fences and other things used in common	3.	An owner shall pay and contribute a proper proportion (together with other persons from time to time liable to contribute) of the expense of making repairing and/or planting all party walls fences hedges walls gates gutters downspouts gullies sewers watercourses and drains pipes and entrance ways used in common with other premises such proportion in default of Agreement to be decided by the Corporation's Estates Officer for the time being whose decision shall be binding on the owner and in the event of such expense having been incurred by the Corporation the owner shall pay to the corporation on demand the proportion so resolved under the Scheme
To enter and view	4.	For the purposes of the Scheme an owner of enfranchised property shall upon the Corporation giving at any time seven days previous notice in writing permit any duly authorised agent of the Corporation with or without workmen to enter upon the property and examine the external state and condition thereof of any dwelling house and other buildings erected thereon and the gardens and grounds thereof and thereupon the Corporation may serve on the owners notice in writing specifying any repairs or other things necessary to be done and require the owner forthwith to execute the same and if the owner shall not within twenty eight days after the service of such notice

proceed diligently and to the satisfaction of the Corporation with the execution of such repairs or things then he shall permit the Corporation to enter upon the property and execute such repairs works or other things and the costs thereof shall be paid by the owner to the Corporation on demand and until such payment the cost shall be deemed to be a charge imposed under this Scheme

To permit entry for repair etc. of adjoining premises

5.

An owner shall permit any duly authorised agent of the Corporation with or without workmen and other persons at all reasonable times upon giving (except in case of emergency) seven days notice in writing to enter upon the premises with all necessary appliances the person or persons exercising such rights proceeding with any necessary works with reasonable expedition and doing as little damage as may be to the premises and making good or paying reasonable compensation for any damage occasioned thereby to the premises of the owner for the following purposes:

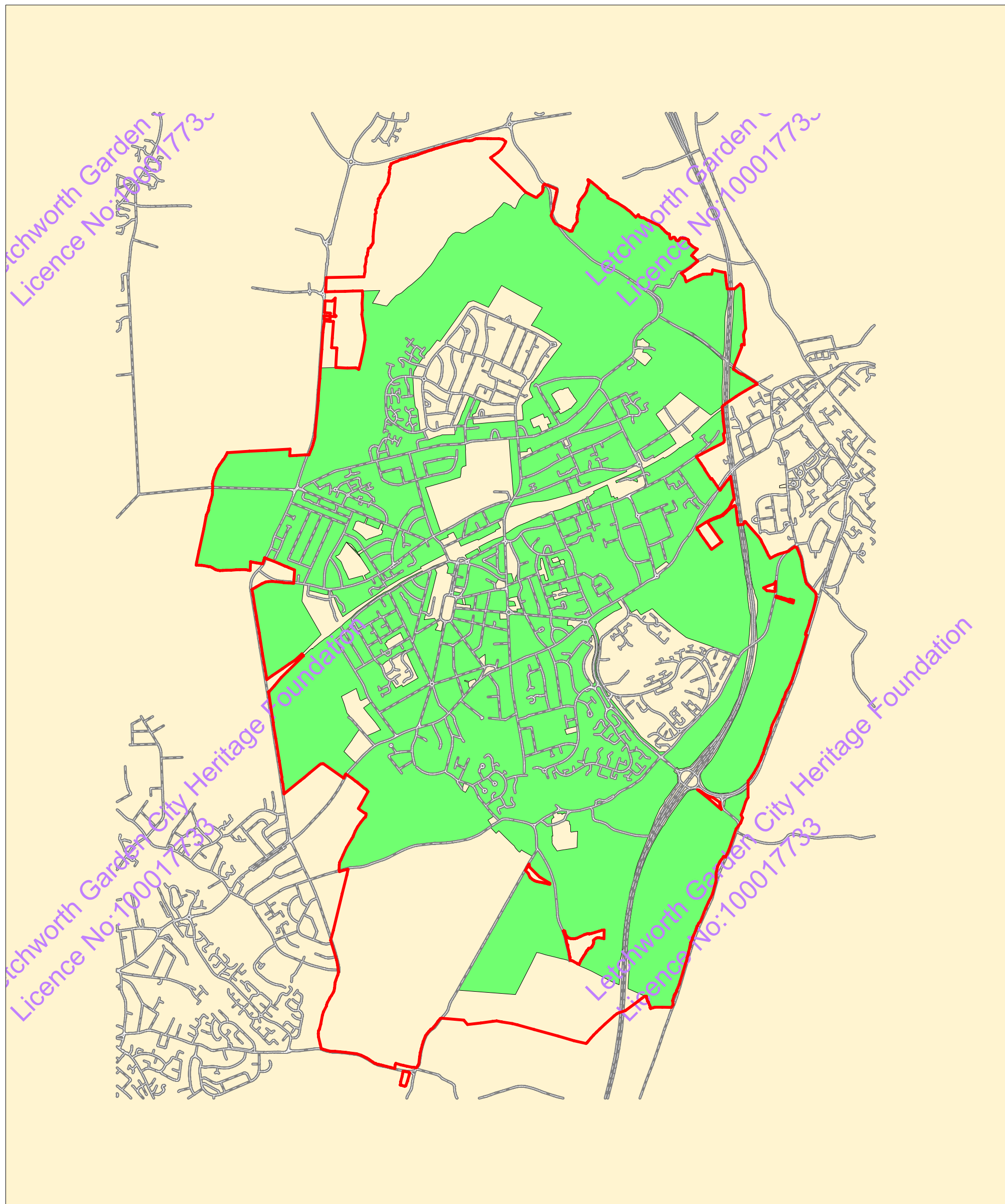
- (a) To execute repairs alterations painting re-decoration or other works to any adjoining premises which cannot otherwise be conveniently effected
- (b) To lay down repair cleanse empty or maintain any sewers watercourses gutters water pipes electric wires gas pipes or cables in or under the demised premises used in connection with or for the accommodation of any adjoining or neighbouring premises of the Corporation or its lessees
- (c) To execute repairs to any party walls party structures fences hedges and other conveniences which shall belong to or be used for the premises in common with other premises
- (d) And for all reasonable purposes in connection with development of adjoining sites belonging to the Corporation which cannot otherwise be conveniently effected

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| Restriction on further development | 6. | Any owner shall not carry out any development redevelopment or alteration materially affecting external appearance of the enfranchised property or of any building or structure thereon save with the written consent of the Corporation (which shall not be unreasonably withheld) and in accordance with plans drawings and specifications previously submitted to and approved by the Corporation. Any such development redevelopment or alteration shall be made in accordance with the approved plans drawings and specifications and shall be carried out in a good substantial and workmanlike manner with sound and proper materials |
| Not to change use without consent | 7. | An owner shall not change the use of the enfranchised property without the written consent of the Corporation and the Corporation as a condition of giving consent to development redevelopment alteration or change of use of enfranchised property shall be entitled to impose such conditions for regulating the development redevelopment use or appearance of the enfranchised property (including conditions relating to the time of commencement and completion of any works) and the manner of carrying out the same conditions necessary in the opinion of the corporation to preserve or improve the character of the neighbourhood from the point of view of architecture landscaping or town planning as the Corporation shall reasonably think fit |
| Use as a single private dwelling-house unless permitted otherwise in writing | 8. | An owner shall not without the consent in writing of the Corporation carry on or permit to be carried on upon the enfranchised property any trade business or profession (other than that carried on or permitted to be carried on at the date of enfranchisement) but shall use the enfranchised property as a private dwellinghouse and shall not use or permit to be used the enfranchised property as a boarding house or lodging house |
| Not cause nuisance or annoyance | 9. | An owner shall not do or permit or suffer to be done in or upon the enfranchised property or any part thereof anything which may be or may become a nuisance annoyance or cause damage or inconvenience to the Corporation or to the owners or occupiers of adjoining or neighbouring properties or to be detrimental to the neighbourhood |

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| Where wired television service not to erect aerials etc. without consent | 10. | If immediately before the date of enfranchisement the enfranchised property has been provided with a wired television service point connected to the wired television service provided and maintained by the Corporation the owner shall not without the consent in writing of the Corporation and so long as such service is maintained erect on or affix to the outside of the dwellinghouse or any other building on the enfranchised property a wireless mast or television aerial or any apparatus for the reception or transmission of the television or wireless telegraphy |
| Not to display advertisements etc. without consent | 11. | Without the written consent of the Corporation an owner shall not use the enfranchised property for the purpose of advertising or display or permit to be displayed thereon any advertisement poster or notice (except for a notice for the sale or letting of the enfranchised property) which may be regarded by the Corporation as detrimental to the amenities aspect or outlook of the neighbourhood |
| Not to keep or store vehicles etc. in front of building line without written consent | 12. | Unless kept or stored in a properly constructed garage or in a position screened from the highway to the reasonable satisfaction of the Corporation's Surveyor a caravan boat or moveable dwelling shall not except for overnight or other occasional or short term parking be kept or stored on any part of the enfranchised property in front of the approved building line without the written consent of the Corporation which shall not be unreasonably withheld |
| Registration of change of ownership | 13. | Within one month of any change in ownership of an enfranchised property the document effecting such change of ownership or in the case of devolution on death the probate of the Will or Letters of Administration under which such devolution arises and any assent in respect of the enfranchised property shall be produced to the Corporation for registration and on such production a fee of Two pounds ten pence shall be paid to the Corporation in respect of such registration |
| Rights of drainage etc | 14. | The owners and occupiers of adjoining and neighbouring properties shall be entitled to the free passage and running of water soil gas electricity and other services now or hereafter used and enjoyed from or to the other buildings and land of the Corporation and the lessees and tenants of the Corporation and others as aforesaid through the mains pipes sewers drains channels and cables in or under the enfranchised property |

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Letchworth
Garden City
Heritage Foundation



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SCALE 1 : 30,000

