

CASE REF: CAM/22UJ/LDC/2025/0670

IN THE FIRST TIER PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

BETWEEN:

1) HARLOW DISTRICT COUNCIL Applicant

- and -

2) VARIOUS TENANTS/LEASEHOLDERS Respondents

ELECTRONIC COURT BUNDLE

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ELECTRONIC BUNDLE

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24.10.25	1. Electronic Bundle Cover Page and Index
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29.9.25	6. HDC Webpage for Communal Energy Supply Dispensation Application
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Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

It is important that you read the notes below carefully before you complete this form.

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

A fee is payable for this application (see section 13 for Help with Fees).

Applications should be sent as a Microsoft Word document by **email** to the relevant regional tribunal address shown in the Annex to this form. You must also send by email **the documents listed in section 13 of this form**. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form**.

If you want to be sent online banking payment details by email, please tick this box ☒

Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

Please do not send any other documents. When further evidence is needed, you will be asked to send it in separately.

If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.

If you are completing this form by hand please use **BLOCK CAPITAL LETTERS**.

1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)

Name:

Capacity:

Address (including postcode):

Address for correspondence (if different from above):

Telephone:

Day: Evening: Mobile:

Email address: Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name:

Reference no. (if any)

Address (including postcode):

Telephone:

Day: Mobile:

Email address: Fax:

2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)

3. DETAILS OF RESPONDENT (S) the person against whom an applicant seeks determination from the tribunal – this will only be the landlord's managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.

Name:

Capacity

Address (including postcode):

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day: Evening: Mobile:

Email address: Fax:

Note: If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

4. BRIEF DESCRIPTION OF BUILDING (e.g.2 bedroom flat in purpose built block of 12 flats)

The application for Dispensation effects all the landlords properties provided with communal lighting or District Heating (services for which there is a cost for energy usage, electricity or gas).

The property types range from studio to 4 bedroom flats and maisonettes, across a range of blocks, from two storey corner blocks to 14 storey tower blocks.

There is a total of 5646 residential domestic properties, including both Leasehold and Tenanted, across 590 flat blocks that will pay a service charge relating to the procurement of this contract.

5. DETAILS OF LANDLORD (if not already given)

Name: Harlow District Council

Address (including postcode):

Details as Applicant (contained in part 1)

Reference no. for correspondence (if any)

Telephone:

Day:

Evening:

Mobile:

Email
address:

Fax:

6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)

Name of
Secretary None exist as defined under the legislation

Address (including postcode):

Telephone:

Day:

Evening:

Mobile:

Email
address:

Fax:

7. DISPENSATION SOUGHT

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works?

☐ Yes

☒ No

If Yes, have the works started/been carried out?

☐ Yes

☐ No

Does the application concern a qualifying long-term agreement?

☒ Yes

☐ No

If Yes, has the agreement already been entered into?

☐ Yes

☒ No

For each set of qualifying works and/or qualifying long-term agreements please complete one of the sheets of paper entitled '**GROUND'S FOR SEEKING DISPENSATION**'

8. OTHER APPLICATIONS

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?

☐ Yes ☒ No

If Yes, please give details

A similar application was made in December 2021 with a decision from the Tribunal being issued on 14 February 2022, reference CAM/22UJ/LDC/2021/0056 (P:PAPERREMOTE).

9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.

☒ Yes ☐ No

Note: Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

10. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.

☒ Fast Track
☐ Standard Track

Is there any special reason for urgency in this case?

☒ Yes ☐ No

If Yes, please explain how urgent it is and why:

Energy Prices are at an all time high and are continuing to rise. Market volatility means that prices are often only held for a few hours and therefore compliance with the requirements Section 20 consultation is not feasible as the prices could change before acceptance can be given to the contract proceeding. Harlow DC will be able to secure better prices by issuing a longer term contract rather than the alternative of a 12 month contract for which a QLTA and Section 20 consultation would not be necessary.

Harlow District Council are committed to providing the best value services for our tenants and wish to take a more risk managed approach to the procurement of an energy supplier. There are currently opportunities to buy long term energy at prices significantly lower than the current market rates. This opportunity might be time limited depending upon market conditions and as such Harlow DC want to secure these on behalf of our tenants whilst available. Harlow DC is using a broker to procure the best prices on the market.

By having a long-term contract with a supplier, the leaseholders and tenants will have a longer period in which to receive more stable and fairer prices. A long-term agreement will also allow for easier budgeting, in setting estimated service charges. This will help the Harlow DC to manage their expenses more efficiently and will also prevent any surprise increases further down the line.

Note

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

11. AVAILABILITY

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

• 4th-5th, 9th, 19th, 23rd-24th September 25 • 27th-31st October 25 • 14th November 25 and 22nd December 25 to 2nd January 2026

12. VENUE REQUIREMENTS

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

N/A

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

13. CHECKLIST

Please check that you have completed this form fully. The Tribunal will not process your application until this has been done. Please ensure that the following are enclosed with your application and tick the appropriate box to confirm:

A copy of the lease(s). ☒

A statement that service charge payers have been named as respondents or a list of names and addressess of service charge payers ☒

EITHER

A crossed cheque or postal order made out to HM Courts and Tribunal Service for the application fee of £100 (if applicable) is enclosed. **Please write your name and address on the back of the cheque or postal order. Please also send a paper copy of your application with your cheque or postal order, regardless of whether you have already emailed the application.** ☒

OR

You have ticked the box at the top of this form to say you want the relevant regional tribunal office to send you details on how to pay the application fee of £100 by on-line banking. **The unique payment reference the tribunal office supplies MUST be used when making your on-line banking payment.**

DO NOT send cash under any circumstances. Cash payment will not be accepted.

Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

Help with Fees

If you think you may be entitled to a reduced fee, the guide EX160A 'Apply for help with court, tribunal and probate fees' outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at www.gov.uk/help-with-court-fees or by completing the form EX160 'Apply for help with fees'. You can get a copy of the 'Apply for help with fees' form online at www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

H	W	F	-				-			
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If you have completed form EX160 "Apply for Help with Fees" it must be included with your application.

The 'Apply for help with fees' form will not be copied to other parties

14. STATEMENT OF TRUTH

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed: C Hicks _____ **Dated:** 29th August 2025 _____

GROUND FOR SEEKING DISPENSATION

Please use the space below to provide information mentioned in section 7 of this form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

We intend to enter into a Qualifying Long Term Agreement with effect from 1 April 2026 to 31st March 2028 for both Gas and Electricity Supplies.

2. Describe the consultation that has been carried out or is proposed to be carried out.

There are 5646 properties whose Residents will be subject to the Qualifying Long Term Agreement. We propose we will write to all Residents once the initial directions are received from the FTT to:-

1. Inform them of the application (enclosing the tribunals response form)
2. Advise them a copy of the application is on our website - which will be updated as the application processes
3. Inform them how they can request a hard copy of the application

Given the number of residents concerned and the cost of mailing, we do not contemplate any further mailings to Residents

3. Explain why you seek dispensation of all or any of the consultation requirements.

Market volatility means that prices are often only held for a few hours which does allow for a full Section 20 consultation process to be adhered to. Harlow DC are committed to providing the best value services for our tenants and wish to take a more risk managed approach to the procurement energy. Being in the market as early as possible provides the best opportunity for risk managed procurement.

By having a long-term contract with a supplier, the leaseholders and tenants will have a longer period secured to receive stable and fairer prices. A long-term agreement will also allow for easier budgeting and setting of annual service charges. This will help Harlow DC to manage their expenses more efficiently and will also prevent any surprise increases further down the line.

A benefit to having a long-term energy agreement is that it will prevent the need to renew the contract every 12 months with the resulting associated fees. Each time an agreement is renewed, both parties have to pay for re-negotiation, re-tendering, and sourcing, which adds up over time. These costs will be avoided on behalf of the leaseholders and tenants.

The applicant recognises the difficulties their residents are facing in this current financial climate and want to maximise their opportunities for passing reduced energy costs onto them as soon as we can. Energy as a commodity is volatile with energy prices changing between 3-20%. We would like to provide longer term protection for our residents.

ANNEX: Addresses of Tribunal Regional Offices

NORTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 1st Floor, Piccadilly Exchange, Piccadilly
Plaza, Manchester M1 4AH

Telephone: 01612 379491

Fax: 01264 785 128

Email address: RPNorthern@justice.gov.uk

This office covers the following Metropolitan districts: Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

It also covers the following unitary authorities: Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

It also covers the following Counties: Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

MIDLAND REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Centre City Tower, 5-7 Hill Street,
Birmingham, B5 4UU

Telephone: 0121 600 7888

Fax: 01264 785 122

Email address: RPMidland@justice.gov.uk

This office covers the following Metropolitan districts: Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

It also covers the following unitary authorities: Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

It also covers the following Counties: Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

EASTERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Cambridge County Court, 197 East Road
Cambridge, CB1 1BA

DX 97650 Cambridge 3

Telephone: 01223 841 524

Fax: 01264 785 129

Email address: RPEastern@justice.gov.uk

This office covers the following unitary authorities: Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

It also covers the following Counties: Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

SOUTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Havant Justice Centre, The Court House,
Elmleigh Road, Havant, Hants, PO9 2AL

Telephone: 01243 779 394

Fax: 0870 7395 900

Email address: RPSouthern@justice.gov.uk

This office covers the following unitary authorities: Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

It also covers the following Counties: Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

LONDON REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 10 Alfred Place, London WC1E 7LR

Telephone: 020 7446 7700

Fax: 01264 785 060

Email address: London.RAP@justice.gov.uk

DX 134205 Tottenham Court Road 2

This office covers all the London boroughs.

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.

DATED

2015

HARLOW DISTRICT COUNCIL

and

[INSERT PURCHASERS FULL NAMES]

[INSERT PURCHASERS FULL NAMES]

**HOUSING ACT 1985
LEASE**

**of [NUMBER] [HOUSING AREA] HARLOW
in the County of Essex for a term
of 125 years at a rent of £10 per annum**

**Harlow District Council,
Civic Centre
The Water Gardens
Harlow, Essex
CM20 1WG**

Registry Ref: HA85/DLR

LR1. Date of lease

[Left blank, date is inserted upon completion]

LR2. Title number(s)

LR2.1 Landlord's title number(s)

Title number(s) out of which this lease is granted. Leave blank if not registered.

EX *[insert Council's Title Number – this is left blank if housing area not yet registered]*

LR2.2 Other title numbers

Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.

LR3. Parties to this lease

Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.

Landlord

HARLOW DISTRICT COUNCIL of Civic Centre The Water Gardens Harlow Essex CM20 1WG

Tenant

[Full names and addresses of all Purchasers CORRECTLY SPELT including FULL Postcode]

[If two purchasers Mr X Bloggs and Mrs X Bloggs both of... ..]

Other parties

Specify capacity of each party, for example "management company", "guarantor", etc.

[Leave Blank]

LR4. Property

Insert a full description of the land being leased

or

Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.

Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

[Clause 1.5] *[ensure this is the correct clause]*

LR5. Prescribed statements etc.

If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.

In LR5.2, omit or delete those Acts which do not apply to this lease.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

[NONE]

LR5.2 This lease is made under, or by reference to, provisions of:

[Housing Act 1985]

LR6. Term for which the Property is leased

Include only the appropriate statement (duly completed) from the three options.

NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.

[The term as specified in this lease at Clause 1.7]

LR7. Premium

Specify the total premium, inclusive of any VAT where payable.

£[Insert Figures ONLY] [Market Value – Discount = Premium]

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate.

Do not set out here the wording of the provision.

[This lease contains a provision that prohibits or restricts dispositions].

LR9. Rights of acquisition etc.

Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

[NONE]

LR9.2 Tenant's covenant to (or offer to) surrender this lease

[Clause 14] [check this is the correct clause]

LR9.3 Landlord's contractual rights to acquire this lease

[Clause 14] [check this is the correct clause]

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

[NONE]

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

LR11.1 Easements granted by this lease for the benefit of the Property

[SCHEDULE B]

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

[SCHEDULE C]

LR12. Estate rentcharge burdening the Property

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

[NONE]

LR13. Application for standard form of restriction

Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

The parties to this Lease apply to enter the following restriction against the title of the Property:

RESTRICTION: No transfer or lease of the registered estate dated before

[.....] by the Proprietor of the Registered Estate or by the Proprietor of any registered charge is to be completed by registration unless accompanied by

(a) a certificate given by HARLOW DC that the Transfer or Lease complies with the requirements of Section 156 A of the Housing Act 1985 or that the Transfer or Lease is an Exempted Disposal or is not a Relevant Disposal,

or

(b) a certificate given by a person who confirms that he is the person in whom the reversionary interest is now vested (if that person is not the original disposing authority), and that the Transfer or Lease complies with the requirements of s.156A of The Housing Act 1985 or is either an Exempted Disposal or is not a Relevant Disposal

LR14. Declaration of trust where there is more than one person comprising the Tenant

If the Tenant is one person, omit or delete all the alternative statements.

If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.

OR

The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.

OR

The Tenant is more than one person. They are to hold the Property on trust *Complete as necessary*

LEASE UNDER HOUSING ACT 1985

requiring first registration following completion

Date:-[*leave blank inserted on completion*] 2014

1.

Definitions

In this Lease the words in the first column bear the meanings in the second column:

1.1	the Act	the Housing Act 1985 as amended
1.2	the Council	the Harlow District Council and its successors in title and assigns
1.3	the Purchaser	<i>[insert full names of all purchasers spelt correctly]</i> (including successors in title and persons deriving title under the Purchaser or under such successors)
1.4	the Property	the block of flats or maisonettes known as <i>[Insert correct block extent as taken from the block extent list held on the legal drive]</i> Harlow which is shown for identification by thick black edging on Plan 1 annexed to this Lease together with its associated grounds and outbuildings
1.5	the Flat	[Flat/Maisonette** <i>delete</i> as appropriate] number [] [] Harlow Essex ([first/second/third/other (<i>specify</i>))] [floor flat/maisonette** <i>delete as appropriate</i>] shown coloured pink on plans [1A] and [2] attached to this lease [and] the garden land shown coloured [green] [and green hatched red] and the [internal/external] storage sheds at [ground/ lower ground other** <i>delete as appropriate</i>] floor level shown coloured pink on [plan 1] attached to this lease []
1.6	the Estate	the housing estate of the Council known as <i>[insert full name of Housing Area spelt correctly]</i> Harlow
1.7	the Term	125 years from <i>[add commencement date from block extent list referred to previously in clause 1.4 above]</i>
1.8	the Market Price	<i>[Insert Market Price as stated in your instructions FIGURES ONLY]</i> £[..]
1.9	the Discount	the sum of <i>[insert discount figure as stated in your instructions FIGURES ONLY]</i> £[.. calculated in accordance with section 129 of the Act

1.10	Exempted Disposal	an exempted disposal as defined by Section 160 of the Act
1.11	Prescribed Conditions	such conditions as are prescribed by the Regulations
1.12	the Purchase Price	<i>[insert the Market Price – Discount to get to Purchase Price IN FIGURES ONLY £]</i> calculated by subtracting the Discount from the Market Price
1.13	the Regulations	the regulations made from time to time under Section 156A of the Act
1.14	Relevant Disposal	a disposal as defined by Section 159 of the Act but not including an Exempted Disposal as defined by Section 160 of the Act
1.15	the Rent	£10.00 per annum
1.16	the Service Charge	the charge payable by the Purchaser under Clause 4(b) of this Lease in respect of services repairs maintenance insurance and the costs of management in this regard of the Council as detailed in Schedule G to this Lease
1.17	the Improvement Contribution	the charge payable by the Purchaser pursuant to Clause 4 (e) of this Lease
1.18	the Initial Period	the period of five years calculated in accordance with paragraph 16B (4) (with regard to Service Charges) and 16 C (4) with regards to Improvement Contributions) of Schedule 6 to the Act
1.19	Major Works	Works of repair maintenance making good of structural defects and other works to the Property (including the Flat) carried out by the Council pursuant to its covenants under clause 7(a) to (c) inclusive of this Lease the cost of which exceeds the statutory limits imposed for the time being by Section 20 (3) of the Landlord and Tenant Act 1985 and as prescribed by statutory instrument thereunder

2.

Demise

The Council acknowledges receipt of the Purchase Price from the Purchaser (who has duly exercised the right to buy under the Act) and in pursuance of the Act the Council demises to the Purchaser the Flat for the Term at the Rent

3. **Rights exceptions reservations and encumbrances**

The Flat is leased:-

- (a) together with the rights specified in Schedule B so far as the Council can grant them but the exercise of those rights is subject to
 - (i) payment of the Rent the Service Charge and Improvement Contributions (if any)
 - (ii) the Purchaser keeping all structures and apparatus of the Flat affected by the rights specified in Schedule C in good repair and working order (including replacement where necessary)
- (b) subject to the rights in Schedule C and the restrictive covenants and encumbrances (if any) specified in Schedule D

4. **Purchaser's covenants**

The Purchaser covenants with the Council:-

to pay Rent and Service Charges and Improvement Contributions

- (a) to pay without deductions or set-off the rent in advance on 1st April in each year the first payment (made on the date of this Lease) being a proportionate part thereof calculated from the date of this Lease to the 31st March next
- (b) to pay without deduction or set-off to the Council the Service Charge payable for the items listed in Schedule G paragraph (1) to this Lease in the manner prescribed by the provisions of clauses 4(c) and (d) of this Lease and in accordance with the provisions of Schedule G to this Lease

- (c)(i) to pay without deduction or set-off the estimated annual Service Charge as determined from time to time by the Treasurer to the Council with reference to Schedule G in the manner prescribed by this clause the said estimated annual Service Charge being an estimate of the total costs which the Council expects to incur or charge during the financial year save for charges relating to Major Works which the Council may undertake which are payable by the Purchaser in accordance with clause 4(d) of this Lease
- (ii) subject to paragraph (iii) below payment of the estimated annual Service Charge shall be made by the Purchaser in monthly instalments payable in advance on the first day of each month by variable direct debit from the bank account of the Purchaser or by such other method as the Council may require in writing with the Purchaser
- (iii) if there has been no agreement between the Council and the Purchaser to pay the estimated annual Service Charge in accordance with paragraph (ii) above then the whole of the estimated annual Service Charge shall be payable by the Purchaser in advance on 1st April of each year
- (iv) if the Council agrees with the Purchaser that the Service Charge is to be paid in accordance with clause 4 (c) (ii) above if one or more payments under the agreement are unpaid within seven days of the due date for the payment or payments the whole of the balance of the estimated annual Service Charge for that year shall become payable forthwith and the Council may sue the Purchaser for the balance as a debt

- (d)(i) subject to the rights of the Purchaser with regard to the Initial Period pursuant to paragraph 16B of Schedule 6 to the Act to pay on demand to the Council a reasonable proportion of the cost of any Major Works carried out by the Council pursuant to its obligations under clause 7 of this Lease
- (ii) the reasonable proportion of the cost of any Major Works undertaken by the Council to the Property (including the Flat) payable by the Purchaser under paragraph (d) (i) above shall be the total cost of the works undertaken by the Council divided by the number of flats and/or maisonettes in the Property
- (e)(i) subject to the rights of the Purchaser with regard to the Initial Period pursuant to paragraph 16C of Schedule 6 to the Act which limits the recovery by the Council for the costs of Improvement Contributions in the Initial Period to the costs of the works set out in Schedule H to this Lease to pay on demand to the Council an Improvement Contribution being a reasonable proportion of the cost of any works undertaken by the Council pursuant to the rights of the Council to carry out works of improvement amendment or renewal pursuant to Clause 8 of this Lease
- (ii) the reasonable proportion of the cost of any works undertaken by the Council pursuant to the right of the Council to carry out improvements shall be the total cost of the works undertaken by the Council divided by the number of flats and/or maisonettes in the Property

to pay rates and taxes etc

- (f)(i) to pay all rates taxes assessments charges and impositions which may

at any time during the term created by this Lease be assessed charged or imposed upon the Flat or upon its owner or occupier in respect of it

- (ii) to pay the proper proportion of any rates taxes assessments charges or impositions assessed charged or imposed upon the Property which is attributable to the Flat (and insofar as they are not included in the computation of the Service Charge)

to pay costs

- (g) to pay all costs charges and expenses (including all professional fees and costs) incurred by the Council for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

to repair interior

- (h) to keep the interior of the Flat in good repair (including fixtures fittings equipment and decorations) and in particular to keep in good repair and working order (including replacement where necessary) any parts or installations of the Flat affected by the rights specified in Schedule C

to allow entry

- (i) to allow the Council to enter the Flat after prior reasonable notice and at reasonable times to inspect the interior

to repair on notice

- (j)(i) to carry out any works necessary to remedy any breach of the repairing covenants in sub clause (h) above which are specified in a written notice from the Council within the time stipulated in that notice
- (ii) if the Purchaser fails to carry out these works the Council may enter the Flat and undertake them

- (iii) costs (including establishment charges) incurred by the Council in carrying out such works shall be a debt due to the Council by the Purchaser and recoverable forthwith by action

to give copies of notices

- (k)(i) to give to the Council immediately a copy of any notice affecting the Flat which is served on the Purchaser by any person body or authority (other than the Council)
- (ii) to join with the Council (if so required) in opposing any such notices (whether by representations action or appeal) where the Council considers it desirable to do so
- (iii) to indemnify the Council against all actions proceedings costs damages and claims and demands arising under or in connection with any statutory requirements made by any competent authority and in particular under or in connection with the Town and Country Planning Act 1990 (including regulations made thereunder) or any statutory modification or re-enactment thereof

not to vitiate insurances

- (l)(i) not to do or permit any act and not to forbear from doing anything which may (in either case) result in the avoidance of any insurance effected by the Council on the Property pursuant to its insuring obligations under this Lease or otherwise and
- (ii) to repay on demand any increased premium resulting from any act done or permitted by the Purchaser or from any forbearance on his part

Notices of Assignment etc.

- (m) (i) to produce to the Legal Department of the Council (or such

other office as the Council may nominate) for registration the following documents (or certified copies thereof) within one month of the date of the document's execution or grant

assignments of this Lease

mortgages and legal charges (other than to the Council) of the Flat

Underleases of the Flat and assignments thereof

Probate and Letters of Administration

any other document (including an Order of Court) effecting or evidencing a devolution of title to a legal estate in the Flat

- (ii) to pay to the Council on producing such documents the reasonable registration fee fixed from time to time by the Council in respect of its costs

to pay heating charge

- (n) if the flat is supplied with heating and hot water by the Council to pay the heating charge therefor and the costs of running the district heating and hot water system serving the Property (including the Flat) which may be fixed from time to time by the Council

Costs of repairs to the flat

- (o) to pay the reasonable costs of the Council in exercising its rights in paragraph 2(i) and 2(ii) of Schedule C to this Lease

to yield up

- (p) at the end or sooner determination of the Term to yield up the Flat to the Council and all fixtures and fittings (if any) of the Council in good

tenantable repair and condition

5. **"Estate" covenants of the Purchaser"**

- (a) The Purchaser covenants with the Council as lessor and with the owners and lessees of the other premises comprised in the Property and also for the benefit of the remainder of the Property and each part of the Property and of the Estate and each part of the Estate to observe the restrictions contained in Schedule F to this Lease
- (b) Notwithstanding the creation of a letting scheme by this Lease and without liability to the Purchaser the Council may alter modify or waive (in writing) any of the restrictions in Schedule F in relation to any other premises within the Property and neither the owner nor any occupier thereof shall be liable to the Purchaser in respect of any acts or omissions committed by virtue of any such alteration modification or waiver

6. **Indemnity covenants**

The Purchaser covenants with the Council to observe and perform and to indemnify the Council against any liability for breach of the restrictive covenants specified in Schedule D so far as the same are still operative and affect the Flat

7. **Covenants of the Council**

The Council covenants with the Purchaser:-

to repair

- (a) to maintain and keep in repair the structure and exterior of the Flat and the Property (including drains gutters and external pipes) and to make good any defects affecting that structure

to repair other premises

- (b) to maintain and keep in repair any other premises over or in respect of which the Purchaser has rights as specified in Schedule B

to maintain services

- (c) to ensure so far as practicable that the services to be provided by the Council as specified in paragraph (4) of Schedule B are maintained at a reasonable level and to maintain and keep in repair any installation connected with the provision of such services

to rebuild

- (d) to rebuild or reinstate the Flat and the Property in the case of destruction or damage by fire tempest flood or any other cause against the risk of which it is normal practice to insure

to insure

- (e) to insure the Flat and the Property in their respective full re-building costs against the destruction or damage of the whole or any part of the Flat or of the Property by the risks specified in (d) PROVIDED THAT the Council may in its discretion perform this insurance obligation by making payments into an insurance fund established under Schedule 13 to the Local Government Act 1972 or any other relevant statutory provision

for quiet enjoyment

- (f) that the Purchaser shall have quiet enjoyment of the Flat as against the Council and all persons lawfully claiming title through the Council so long as the Purchaser pays the Rent and observes and performs his covenants

to grant similar leases

- (g) that (unless prevented by statute court order or other good cause) it will only grant leases of other premises within the Property in a form which is substantially the same as this Lease

to provide heat and hot water

- (h) Subject to the provisions of sub-clause (i) below to use its best endeavours
 - (i) to maintain a reasonable and adequate supply of hot water for domestic purposes to the Flat through the central installation (if any) in or serving the Property
 - (ii) to keep the radiators (if any) in the Flat sufficiently and adequately heated between dates to be determined by the Council through the central heating installation (if any) in or serving the Property PROVIDED THAT the Council shall not be liable in damages if those services are interrupted
- (i) the provisions of sub-clause (h) above shall apply only whilst the Council provides heat or hot water to its periodic tenants in the Property and those provisions shall not prevent the Council (whether on payment of damages or otherwise) in its capacity as a housing authority from discontinuing the provision of heat or hot water upon giving reasonable notice of discontinuance to the Purchaser

Inspection of Building Insurance Policy

- (j) To allow the Purchaser to inspect the policy of building insurance of the Council in respect of the Flat upon giving not less than 14 days written notice but provided the Purchaser shall not require such inspection more than twice during any period of 12 months save where there has been any assignment or underlease in relation to the Flat in

respect of which the Council has received notice pursuant to clause 4(m) of this Lease

8. **Council's right to carry out improvements to the Property (including the Flat)**

The Council reserves the right to carry out such additional works of improvement amendment or renewal to the Property (including the Flat) not included within the Council's performance of its obligations pursuant to clause 7 of this Lease as may be considered necessary by the Council in its absolute discretion from time to time

9.[1] **Covenant in respect of maintenance of the grounds associated with the Property amenity cleansing works maintenance of landscaping (including grassed areas) within the Estate and collection of non- horticultural litter**

The Council acknowledges receipt of [**Five Thousand One Hundred *Check this is correct as per instructions***] **Pounds** from the Purchaser and covenants with the Purchaser to maintain replant and reconstruct the grounds associated with the Property to carry out amenity cleansing works throughout Harlow including but not limited to the placing of skips for overflow refuse and contract steam cleaning of dustbin areas to maintain replant and reconstruct landscaped and grassed areas in the ownership of the Council comprised within the Estate and to collect any non-horticultural litter within Harlow

[9.2] **[Maintenance of unadopted roads and footpaths (if any)]**

The Council acknowledges receipt of [*insert amount from your instructions*] pounds from the Purchaser and covenants with the Purchaser to maintain any road or footpath in the Estate until such time as the road or footpath is adopted by the Highway Authority and is maintained at the public expense]]

10. **Re-entry proviso**

If at any time the whole or part of the Rent is unpaid for one month (whether or not formally demanded) or there is any breach by the Purchaser of any provision of this Lease the Council (in addition to any other right) may repossess the Flat and this Lease shall then immediately terminate without affecting the rights of the Council in respect of any breach of provision of this Lease by the Purchaser

11. **Covenant to repay discount**

The Purchaser hereby covenants that if within a period of five years from the date of this Lease there shall be a disposal within the meaning of the Act the Purchaser shall pay to the Council on demand the appropriate proportion of the price or premium paid on such disposal in accordance with the Act

12. **Interpretation**

In this Lease (unless the context requires otherwise)

- (a) the expression "the Purchaser" includes the plural as well as the singular and the feminine as well as the masculine
- (b) where the Purchaser consists of more than one person the covenants of the Purchaser shall be deemed to be joint and several
- (c) Reference to any statute or section thereof shall be deemed to include any statutory modification or re-enactment thereof

13. **NOTICE under Section 48 of the Landlord and Tenant Act 1987**

The Purchaser is hereby notified that notices (including notices in

proceedings) must be served on the Council as Landlord by the Purchaser at the following address:-

Legal Department
Harlow District Council
Civic Centre
The Water Gardens
College Square
Harlow
Essex
CM20 1WG

14. **Right of First Refusal**

The Purchaser covenants with the Council pursuant to Section 156A of the Act that until the end of the period of ten years beginning from the date of this Lease no Relevant Disposal shall be made which is not an Exempted Disposal unless the Prescribed Conditions (requiring the Purchaser to offer the Property for purchase by the Council or such other person as the Regulations may prescribe) have been satisfied in relation to that or a previous such disposal

15. **Application for a Restriction**

The parties hereby apply to the Chief Land Registrar to enter in the register of title a restriction reflecting the limitation imposed by the covenant contained in Clause 1[4] [*check this is correct*] (Right of First Refusal) pursuant to Section 156A (12) of the Act

16. **Rights of Third Parties**

The parties agree that no person who is not a party to the Lease shall be entitled to enforce any term of it specifically by virtue of the Contracts (Rights of Third Parties) Act 1999

SCHEDULE A

Description of the Flat

(1) The Flat consists of:-

- (a) (in the horizontal plane) the space (including the plaster covering) between the inner faces of the walls which divide the Flat from the exterior and from the other parts of the Property together with the glass in the windows of the Flat
- (b) (in the vertical plane) the space between the ceiling and the upper surface of the floor (including the plaster covering and any lathes or battens connected therewith of the ceiling and any floor screed and any tiles parquet or other fixed finish laid on the floor)
- (c) the internal non-structural partition walls of the Flat
- (d) any garden area reserved for the exclusive use of the occupier of the Flat and which is shown coloured green or green hatched red on [*Plan 1*] and any other internal and/or external area which is shown coloured pink on that Plan all being within the Property

(2) The right to use any fixtures or fittings of the Council in the Flat is granted to the Purchaser for the Term

(3) There are not included in the demise of the Flat

- (a) the roof foundations and structural walls of the Property nor the window frames of the Flat

- (b) any wall which separates the Flat from
 - (i) any corridor which is used in common with others or
 - (ii) which separates the Flat from other parts of the Property

- (4) The Flat (excluding any garden or other external area) is shown for illustrative purposes coloured pink on [*Plans 1 (at X floor level only) and 2 all plans to be listed*] which also indicate the structural features excluded from the demise of the Flat

SCHEDULE B

Rights Granted to the Purchaser

- (1) **Rights in accordance with Part 1 of the Sixth Schedule to the Act of:-**

- (i) support for the Flat or any part of it
- (ii) access of light and air to the Flat or any part of it
- (iii) passage of water and gas (or other piped fuel)
- (iv) the drainage and disposal of water sewage smoke or fumes
- (v) the use and maintenance of the pipes and other installations for the passage drainage and disposal specified in (iii) and (iv) above
- (vi) the use and maintenance of cables and other installations for the supply of electricity and for the use of any telephone
- (vii) the use of the communal garden as is shown coloured brown (if any) on [*Plan 1*] in common with all those having a like right

all to the extent that they are necessary as specified in paragraph 2(2) of the said Sixth Schedule

(2) The right (but only in the course of normal domestic decorating or fitting out) to drill and insert screws nails and other fitting devices (suitable to the nature of the fabric of the wall or other location) into those walls beams joists rafters and window frames which do not form part of the Flat and on condition that any damage is repaired forthwith at the expense of the Purchaser

(3) A right in common with the Council and all others entitled thereto to pass:-

- (i) on foot along the external paths (if any) shown coloured blue on [Plans 1 and 2] and along the internal passageways stairs and lobbies of the Property (if any) shown coloured yellow on [Plans 1 and 2]
- (ii) on foot or with a motor vehicle or bicycle along the driveways of the Property (if any) shown by dot [shading on Plan 1]

(4) **The benefit of the following services and facilities:-**

- (i) the lift (if any) serving the Property
- (ii) the refuse disposal chute (if any) and communal dustbins (if any) identified on [Plan 1] and serving the Property
- (iii) The drying area (if any) identified on [Plan [1]] and serving the Property
- (iv) caretaking services (if any) for so long as they are provided by the

Council for the Property

- (v) the cleaning services (if any) and lighting of the lobbies passageways stairs lifts and other common parts (whether internal or external) of the Property
- (vi) the district heating and hot water system (if any) serving the Property and the Flat

SCHEDULE C

Rights reserved to the Council

- (1) Rights in accordance with Part 1 of the Sixth Schedule to the Act of:-
 - (i) support for the Property or any part of it
 - (ii) access of light and air to the Property or any part of it
 - (iii) the passage of water gas (or other piped fuel) and electricity
 - (iv) the drainage and disposal of water sewage smoke or fumes
 - (v) the use and maintenance of the pipes and other installations in the Flat for the passage drainage and disposal specified in (iii) and (iv) above
 - (vi) the use and maintenance of cables and other installations in the Flat for the supply of electricity and for the use of any telephone all to the extent that they are necessary as specified in paragraph 2(2) of the said Sixth Schedule to the Act.

- (2) (i) To enter the Flat after reasonable notice (save in an emergency) with or without workers and equipment and whether by itself or its contractors or agents to carry out any works of inspection renewal replacement maintenance repair or improvement to the Property and/or the Flat or to any pipes cables installations equipment plant apparatus or other items which fall to be replaced maintained or repaired by the Council under this Lease or otherwise
- (ii) the exercise of this right shall be subject to the making good by whoever exercises the right of any damage which is caused to the Flat

SCHEDULE D

(Details of existing restrictive covenants and other encumbrances)

Registered [As shown in the Property and Charges Registers of Title EX[..] at HM Land Registry]

Unregistered [As referred to in [details of document] *Must record exactly what has been stated in your PSD2*

SCHEDULE E

(List of structural defects and other works previously notified to the Purchaser)

[Carefully and completely copy all s.125 items listed under "General Repairs" including all punctuation, but excluding all costs]

SCHEDULE F

Restrictions

- (1) Not without the consent in writing of the Council to erect any building structure or erection or to lay any sewers or drains on or in the Flat other than in accordance with plans elevations sections specifications and detailed drawings previously approved in writing by the Council under the provisions of this covenant (such consent shall be required in addition to any Planning or Building Regulations approval which may also be required and shall not be in substitution therefor) nor to alter the external appearance of the Flat or any such buildings structures or erections without such consent
- (2) To keep any existing gates boundary walls and fences which bound the Flat in good repair and condition where the same are marked with an inward facing [*"T" on Plan 1*]
- (3) Not at any time to carry on or permit or suffer to be carried on upon the Flat any trade or business whatsoever and to use the Flat only as a single private dwellinghouse
- (4)(i)Not to do or permit or suffer to be done in the Flat anything (including in particular the keeping of domestic fowl) which shall be or shall cause nuisance or a danger to the Council or to the owners or occupiers of any adjoining or neighbouring land (and in particular the other occupiers of the Property)
- (ii)Without prejudice to the generality of (i) above it shall be conclusively presumed that any singing or banging or the playing of any radio or television or any other media player or tape recorder or musical

instrument or other means of producing sound so as to be audible outside the Flat between the hours of 11 p.m. and 7 a.m. constitutes a nuisance

(iii) Without prejudice to the generality of (i) above it shall be conclusively presumed that actions of any occupier of the Flat that cause or are likely to cause harassment or alarm or distress to other occupiers of the Property or to owners or occupiers of adjacent or neighbouring land at any time constitutes a nuisance

(5) Not to exhibit or permit or suffer to be exhibited on the Flat any sign or signboard of any description except the name and number of the Flat and in the event of the Purchaser desiring to dispose of his interest one noticeboard to indicate that the Flat is to be sold

(6) Not to permit or suffer any motor vehicle to be parked on the Property other than on the area (if any) set aside for such parking and in any event not to permit or suffer any caravan boat lorry trailer or large van to be parked on the Flat or within the curtilage of the Property

(7)(i) To keep the front and rear garden areas (if any) of the Flat shown coloured [green] [and green hatched red] on [Plan [1]] in a tidy condition and any grass properly mown

(ii) Not to erect in [the garden area (if any) shown] coloured green and green hatched red on [Plan [1]] any wall fence or hedge of any description or any other thing whatsoever and to maintain such area as open development

(iii) Not to use [the said area (if any) coloured] green but not hatched for any other purpose than as a lawn

- (8) Not to erect any external reception or transmission antennae on the Property or the Flat or (in each case) any part thereof
- (9) Not to damage or remove any tree or shrub which may have been planted by the Council or its predecessors in title on the Property or the Flat as indicated [*in Plan 1*] and to maintain trees on the Flat in accordance with good husbandry practice and to permit the Council to enter the Flat in order to replace any tree which may fail
- (10) Not to interfere with damage or remove any street furniture or fittings and fitments ancillary thereto which may be placed in or attached in any way to the Property or to the Flat
- (11) Not to alter interfere with or misuse the wired television system or any apparatus connected therewith now affixed to the Property or subsequently provided by the Council (which apparatus shall remain the property of the Council) and to indemnify the Council in respect of any damage thereto caused by any wilful or negligent act or default on the part of the Purchaser or any person claiming through or under him
- (12) Not to obstruct or cause or suffer or permit to be obstructed any passageway hall or other common part of the Property and in particular not to cause suffer or permit any passageway hall or other common part of the Property (including but not limited to any shown by yellow or blue colouring on the Plan annexed hereto) to be used for the smoking of tobacco or any other substance and not to be in possession on such parts of the Property of lit tobacco or of anything lit which contains tobacco or of any other lit substance in a form in which it could be smoked.

- (13) Not to throw or cause suffer or permit to be thrown any dirt rubbish rags or other refuse in the sinks baths lavatories cisterns or waste or soil pipes in the Flat
- (14) Not to expose or to hang or cause suffer or permit to be exposed or hung any clothes or other articles outside the Flat save in its rear garden (if any) or in the drying area (if any) in the Property set aside for the purpose
- (15)(i) Not to use or cause suffer or permit to be used any communal dustbin or refuse chute when it is full or non-operational or for any other purpose than the disposal of refuse
- (ii) Not to deposit or cause suffer or permit to be deposited anywhere within the Property refuse which is prejudicial to health
- (16) Not to use the grassed areas or roof garden of the Property for any purpose other than for reasonable recreation and the enjoyment of light and air by the Purchaser his family and guests without annoyance to others (whether occupiers of the Property or not)
- (17) Not to exceed or cause suffer or permit to be exceeded the permitted load for the lift (if any) serving the Property
- (18) Not to throw or cause suffer or permit to be thrown from any window in the Property or the Flat anything whatsoever
- (19) Not to lay out any garden or deposit any soil or organic matter on any patios roofs or balconies of the Flat or Property
- (20) Not to alter damage or otherwise interfere with the structure of the Property (save as permitted by paragraph (2) of Schedule B to this

Lease)

(21) Not to disconnect abuse or interfere with any pipes mains valves or other apparatus connected with the central installation (if any) for the supply of heat or hot water serving the Property

(22)(i) To procure (at no expense to the Council) the carrying out within twelve months of the date of this Lease and during each successive period of twelve months (or such other period as may be specified from time to time by the Council) throughout the Term of:

(a) an inspection by an appropriately qualified engineer of the gas boiler (if there is one) installed at the Flat (and related apparatus including any flue or pipe-work located within or fixed to the interior or exterior of any external wall bounding the Flat)

and

(b) any servicing repair renewal replacement or other work necessary to put or keep the gas boiler and the rest of the central heating system in a good and safe condition any such work to be carried out by an appropriately qualified engineer

(ii) Upon the written request of the Council to produce (at no expense to the Council) a copy of such documentation (including any report and certificate) as may be supplied by the engineer in respect of such inspection and works within 21 days of receipt of such request

(iii) In the event that the Lessee fails to perform all or part of this covenant in a timely and effective manner, the Lessee shall permit the Council and

its appropriately qualified employees agents and / or nominees to enter the Flat (upon reasonable notice, save in the event of an emergency) to carry out the required inspection and all related work that the Council shall consider reasonable for safety purposes (which may include the shutting down of the gas supply) and the Lessee agrees with the Council that the costs of the Council reasonably incurred in pursuance of this provision shall be a debt due from the Lessee to the Council and be forthwith recoverable by action

SCHEDULE G

Service Charge

(1) The Service Charge is payable for a reasonable proportion of:-

- (i) the running costs of the services and facilities specified in Schedule B to this lease
- (ii) repairs (not amounting to the making good of structural defects) carried out to the Property (including the Flat) by the Council in pursuance of its obligations under this Lease
- (iii) during the Initial Period the making good by the Council of any structural defects and other works specified in Schedule E to this Lease
- (iv) after the expiry of the Initial Period the making good of structural defects and other works pursuant to the obligations of the Council under clause 7(a) of this Lease
- (v) maintenance (not amounting to repair) by the Council pursuant to its obligations under this Lease of

- (a) those parts of the Property which the Purchaser may use (in common with others) by virtue of Schedule B
- (b) the structure and exterior of the Property (including the Flat);
- (vi) the repair and maintenance of installations connected with the provision of the services and facilities specified in Schedule B to this Lease;
- (vii) the costs of the Council and comprised in the administration of calculating billing and collecting all Service Charges pursuant to all leases subsisting from time to time pursuant to the Act;
- (viii) insurance against risks involving the repairs and making good specified in sub-paragraphs (ii) (iii) and (iv) above;
- (ix) further insurances within the insuring obligations of the Council under clause 7 of this Lease (in so far as they may be recovered from the Purchaser);
- (x) the repair maintenance and replacement by the Council of any of its fixtures and fittings in the Flat
- (xi) such other costs legally recoverable in relation to the aforesaid premises
- (2) The Service Charge shall relate to the financial year of the Council and in this Schedule "year" shall mean the financial year of the Council
- (3)(i) The Service Charge shall be calculated in two parts namely the basic part and the specific part
- (ii) The basic part shall consist of those costs of the Council which relate not only to the Property but also to other properties held by the Council

under Part II of the Act

- (iii) The identification calculation and apportionment of costs for the calculation of the basic part shall be carried out by the Treasurer to the Council
 - (iv) The specific part shall consist of those costs which relate only to the Property and are specifically identifiable within the accounting system employed from time to time by the Council
- (4)(i) On a date no later than the 30th September in each calendar year the Council shall calculate the actual Service Charge payable for the year ended 31st March previous for the actual costs incurred by the Council in providing the services set out in Schedule G save for costs incurred by the Council in carrying out Major Works and shall notify the Purchaser of the actual Service Charge in writing
- (ii) If the amount paid on account by way of estimated annual Service Charge pursuant to clause 4(c) of this Lease by the Purchaser in respect of the relevant year exceeds the actual Service Charge the Council will deduct the difference from the estimated annual Service Charge of the Purchaser for the year commencing on the 1st of April following the date of the calculation referred to in (i) above
 - (iii) If the amount paid on account by way of estimated annual Service Charge pursuant to clause 4(c) of this Lease by the Purchaser in respect of the relevant year is exceeded by the actual Service Charge the Council will add the difference to the estimated annual Service Charge of the Purchaser for the year commencing on the 1st of April following the date of the calculation referred to in (i) above
- (5)(i) The Council shall without charge supply to the Purchaser on written

request a summary of the costs incurred by the Council in the year to which the request relates showing how they were reflected in the Service Charge

- (ii) The summary shall be certified by a qualified accountant (as defined in the Act) that it is in his opinion a fair summary complying with the requirements of the Act and that it is sufficiently supported by accounts receipts and other documents which have been produced to him

(6) Any dispute as to whether

- (i) any amount payable by the Purchaser before costs for services repair maintenance insurance or management are incurred is reasonable or
 - (ii) such costs were reasonably incurred or
 - (iii) works for which costs were incurred are of a reasonable standard
- shall be referred to the arbitration of a person nominated by the President for the time being of the Royal Institution of Chartered Surveyors and the award of such arbitrator shall be conclusive and binding on both parties BUT before any reference to arbitration the Purchaser must pay in full any sums demanded of him by the Council in respect of the disputed matter

SCHEDULE H

Improvement Contributions in the Initial Period

Improvements and/or other works (other than works specified in Schedule E) to be carried out to the Property (including the Flat) during the Initial Five Year Period listed below

[Carefully and completely copy all s.125 items listed under "Improvements" including all punctuation, but excluding all costs]

IN WITNESS whereof the party of the first part has caused its Common Seal to be hereunto affixed and the party of the second part has hereunto set [*his/her*] their hand[s] to this deed as [*his/her/their*] deed the day and year first before written

SIGNED AS A DEED AND DELIVERED)
by the said)
PURCHASERS FULL NAME)
in the presence of:-)

SIGNED AS A DEED AND DELIVERED)
by the said PURCHASERS FULL NAME)
in the presence of:-)

EXECUTED and DELIVERED as a DEED)
under the COMMON SEAL of HARLOW)
DISTRICT COUNCIL which was hereunto)
affixed in the presence of:-)

Duly Authorised Officer



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

Case reference	:	CAM/22UJ/LDC/2025/0670
Applicants	:	Harlow District Council
Representative	:	Home Ownership Team
Respondents	:	All leaseholders of dwellings at the Properties who may be liable to pay a service charge towards costs incurred under the relevant agreement(s)
Properties	:	All properties in respect of which costs may be payable under the relevant agreement(s)
Tribunal member	:	Judge David Wyatt
Date of directions	:	16 September 2025

**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF
THE LANDLORD AND TENANT ACT 1985**

- **Whenever you send a letter or email to the tribunal you must also send a copy to the other parties and note this on the letter or email.**
- **These directions are formal orders and must be complied with. The parties are referred to the Tribunal Procedure (First-tier Tribunal) Rules 2013.**
- **If the applicant fails to comply with these directions the tribunal may strike out all or part of their case pursuant to rule 9(3)(a) of the 2013 Rules.**
- **If a respondent fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against them pursuant to rules 9(7) and (8) of the 2013 Rules.**
- **Non-compliance could also result in the tribunal making a determination on costs pursuant to Rule 13 of the 2013 Rules.**

Application

- (1) The applicant seeks dispensation with the statutory consultation requirements in respect of proposed energy contract(s) for electricity and gas for properties/blocks/estates provided with communal lighting or district heating.
- (2) Energy markets are known to be volatile, with suppliers submitting prices on the basis that they can be withdrawn at short notice. The applicant says it is being assisted by a broker and will be able to secure better prices (and minimise renewal costs) using a “long term” contract (rather than a shorter term contract, for which statutory consultation would not be required). It is proposing entry into a new agreement for a term from 1 April 2026 to 31 March 2028.
- (3) Because the agreement(s) would be “*qualifying long term agreement*”(s) under section 20ZA of the Landlord and Tenant Act 1985, the relevant contributions of leaseholders through the service charge towards the costs payable under the agreement(s) would be limited to a fixed amount (currently £100) per accounting period unless the statutory consultation requirements, prescribed by section 20 of the 1985 Act and the Service Charges (Consultation etc) (England) Regulations 2003 (the “Regulations”) were complied with or are dispensed with by the tribunal.
- (4) The applicant seeks a determination from the tribunal, under section 20ZA of the 1985 Act, to dispense with the consultation requirements. The tribunal has jurisdiction to grant such dispensation if satisfied that it is reasonable to do so. **In this application, the only issue for the tribunal is whether it is satisfied that it is reasonable to dispense with the consultation requirements. This application does not concern any issue of whether any service charges for any costs payable under the agreement(s) will be reasonable or payable.**
- (5) The applicant states that a similar application was made in December 2021 and the tribunal made its decision in February 2022 in case number CAM/22UJ/LDC/2021/0056.
- (6) The above summaries are given only for case management purposes. Please refer to the application form and the other documents to be produced by the applicant (available from the online link to be provided by the applicant with their letter, or on request from the applicant, as directed below) for the information relied upon by the applicant in support of the application.

DIRECTIONS

1. The tribunal will determine this application on or after **10 November 2025** based on written representations, without a hearing, unless by **17 October 2025** any party makes a request for an oral hearing (or the tribunal decides on review of the bundle directed below that a hearing is

necessary). If any party requests or the tribunal directs an oral hearing it shall take place on a date to be advised.

Service of documents

2. By **3 October 2025**, the **applicant** must take the following steps:
 - a) write to each of the respondents (and any known resident associations) by email, hand delivery or first-class post, informing them:
 - i. of the application;
 - ii. that a copy of the application form and all supporting documents (including confirmation of the maximum contractual duration of the agreement(s) and any other information which can be provided about the scope of the potential agreement(s)), with any personal details deleted or redacted, and a copy of these directions, are available online, advising them of the URL address and any details needed to view and download copies;
 - iii. that any opposition to the application needs to be prepared in accordance with these directions and sent to the applicant's representatives by **17 October 2025**;
 - iv. that if they wish to receive a printed copy of the documents and these directions they should write to the applicant, who will then send printed copies (again, with any personal details deleted or redacted);
 - v. that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after **17 November 2025**; and
 - b) Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.

Any opposition to the application

3. Those respondents (leaseholders) who **oppose** the application shall by **17 October 2025** send to the **applicant's representatives**:
 - a) the reply form attached to these directions, completed by the relevant respondent;
 - b) a statement in response to the application, with copies of any evidence and other documents upon which they wish to rely; and
 - c) if they have requested a hearing, their essential dates to avoid for the period described below.

Notification of any request for a hearing

4. If any respondent requests a hearing, or the applicant wishes to request a hearing, the applicant must as soon as possible apply to the tribunal for further directions, with their essential dates to avoid and all dates to avoid provided for the period from **17 November to 19 December 2025**.

Bundle for the determination

5. The applicants shall prepare a bundle of documents in accordance with the annexed guidance. The bundle must contain all the documents on which the applicant landlord relies, including copies of:
 - a) the documents sent and made available to the respondents in accordance with paragraph 2(a) of these directions;
 - b) the confirmation sent in accordance with paragraph 2(b) of these directions;
 - c) any further directions; and
 - d) copies of any replies, statements and other documents from the respondents (there is no need to include any communication which only requests paper copies of the application documents without opposing or making any comment in relation to the application, if there is a large number of such requests, but it may be useful to have confirmation of how many such requests were made).
6. By **31 October 2025** the applicant must:
 - a) upload a copy of the bundle to their (or the relevant) website;
 - b) write to each of the respondents who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle and, if they request one, a paper copy of the bundle;
 - c) send to the tribunal a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: “BUNDLE FOR PAPER DETERMINATION: [case reference number]”; and
 - d) deliver **two** hard copies of the bundle to the tribunal. If any respondent opposes the application, the tribunal will require an **additional** hard copy of the bundle.

General

7. The tribunal will send a copy of its eventual decision on dispensation to the representative of every represented respondent, and to any unrepresented or other respondent, who have completed and returned the reply form attached to these directions. The applicant may wish to send

copies of the decision directly to all respondents, but unless otherwise directed that will be a matter for them.

8. In any event, the applicant landlord shall place a copy of the tribunal's eventual decision on dispensation together with an explanation of the appeal rights on their (or the relevant) website **within seven days of receipt** and shall maintain it there for at least three months, with a sufficiently prominent link to both on their home page.

GUIDANCE FOR PREPARING BUNDLES

Format

- *hole punched in an A4 lever arch file (or fastened with treasury tags)*
- with an index on the first page
- **numbered page by page**, preferably at the bottom right of each page (remember you and the tribunal will need to refer to these page numbers to quickly direct everyone to each item to be discussed)
- in **date order**, earliest to latest, where practicable (especially correspondence and other relevant documents e.g. accounts, invoices, bank statements)
- *use a sensible number of section dividers/tabs (usually between 5 and 30) between key sections/documents (e.g. between statements of case)*
- do **not** use plastic wallets
- all contents should be A4 (unless you need to include A3 documents to make them legible; if so, punch one side only and fold them so they can be opened and read easily)

Contents

- as set out in the case management directions (including the application form, directions/orders, each party's statement of their case, witness statements, the lease or tenancy agreement where relevant, relevant reports/documents and all other documents which you or the other parties rely on)
- use good quality copies of all documents and **colour** copy plans/photographs
- you may wish to include a chronology
- try to present e-mails as individual items, not long chains, and leave out irrelevant automatic disclaimers/notices at the end of e-mails
- avoid duplicates or irrelevant correspondence

Agreeing the bundle

- the party responsible for preparing the bundle should send a draft index to the other party in good time in advance; the parties must co-operate in seeking to agree what the bundle should contain

General

- Remember that only those documents sent in properly prepared bundles are likely to be before the tribunal at the full hearing
- It can be appropriate to have separate bundles (e.g. one for the application, orders, witness statements and so on, and one for the documentary evidence such as accounts, invoices, bank statements, if this is bulky)
- If the tribunal has given permission for electronic bundles, they should be prepared as above (apart from the items in italics). They should be in PDF format. A large PDF bundle may be split into two for e-mail transmission.
- If you wish to produce video evidence, you will need to liaise with the tribunal in advance to ask to arrange this.

Reply Form for leaseholders

Case Reference:
Property:

ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION

If you do object please complete and return this form by e-mail to the **applicant**.

	Yes	No
Have you enclosed a statement in response, to explain the reasons for your objection?	☐	☐
Do wish to have an oral hearing? If so, please provide your dates to avoid below.	☐	☐
Name address of any spokesperson or representative appointed for the leaseholder:		

Please also complete the details below:

Date:	
Signature:	
Print Name:	
Address of affected property:	
Your correspondence address (if different):	
Telephone:	
Email:	

If you have requested a hearing, please provide below your essential dates to avoid for 17 November to 19 December 2025.

Dates to avoid:	
------------------------	--

Harlow
Essex
CM

**Harlow Housing services
Home Ownership Section**
Harlow Council
Civic Centre
The Water Gardens
Harlow
Essex CM20 1WG
www.harlow.gov.uk

Our Ref: FTT Dis
Your Ref:
Date: 29 September 2025

Dear XXXX,

In regards to **(Insert property address)**

**Re: Communal Energy Supply: Dispensation from formal Section 20
Consultation**

We are looking at ways to get better value for money from the companies who supply electricity and gas to your buildings communal areas and/ or for your district heating system.

To get the best deal we are looking to enter into a new contract. The Council has been in a Long Term agreement with its current supplier since 2023. As we will be buying energy directly from the energy market, this means we are unable to comply with the consultation process set out in Section 20 of the Landlord & Tenant Act 1985. We have therefore made an application to the First Tier Tribunal (Property Chamber) (the Tribunal) for dispensation from those requirements.

We propose to start the contract on 1 April 2026 and for it to last for 2 years with an option to extend. In normal circumstances formal consultation would be undertaken under the requirements for Qualifying Long Term Agreements – that is contracts for a duration of more than 12 months. You will find further information in the FAQ's enclosed.

To minimise costs, a copy of our application (with personal details deleted), and the Tribunals directions are displayed on our website. We will display additional documents as our application progresses, including the final decision of the Tribunal, which is likely to be uploaded on week commencing 17 November 2025. To view please go to www.harlow.gov.uk

Please note any objections to our application are to be entered on the attached reply form and this should be sent, along any other statement you wish to rely on by email to the Home Ownership Team at Harlow Council. Your response must be sent to Harlow Council by **17 October 2025** in accordance with the Tribunal's directions.

Please add the following reference to the form if you are making an objection:
CAM/22UJ/LDC/2025/0670.

If you are unable to access the website and would like us to send you a copy of our application and the directions, or have any questions about this letter, please contact us:-

by email to: homeownership@harlow.gov.uk

by post to: Home Ownership, Harlow Council, Civic Centre, The Water Gardens,
Harlow, Essex CM20 1WG

by telephone on: 01279 446424.

Should you require any further assistance then please do not hesitate to make contact

Yours sincerely,

A handwritten signature in black ink, appearing to be 'C Hicks', written in a cursive style.

Miss C Hicks
Home Ownership Manager

Encs. Reply Form

Frequently asked questions: communal energy

What is communal energy?

Energy (gas and/or electricity) supplied to the areas that we either light or heat, or provide power to outside of your own front door is referred to as 'communal energy'. For example, lighting the stairs leading to your flat, or powering a door entry system. You may currently be paying for this as part of your annual service charges.

What is dispensation?

We are required to consult with customers before entering any long-term agreement for services under Section 20 of the Landlord and Tenant Act 1985. This Section 20 requires us to consult with you using a series of notices and following a timetable (the "Process"). Some of the agreements we wish to enter into to purchase communal energy will be long-term agreements. A dispensation in this instance is special permission, from the First Tier Tribunal (Property Chamber), to enter into agreements without following the Process.

Why isn't Harlow Council formally consulting its residents?

When we're trying to get the best energy deals for you, suppliers are only able to lock in the best available prices for a very short time (typically one working day). This short period means there isn't enough time for us to consult with you and follow the Process.

What do I have to do now?

Nothing, unless you wish to make an objection to the Tribunal. This communication is to let you know that we are applying for dispensation to get you the best energy deal on longer-term arrangements.

What if I don't agree with this change?

You can email your objections using the reply form enclosed. Please make sure any representations are made in accordance with the Tribunal's directions. Please ensure you send the reply form, your statement in response to the application and copies of any other documents you wish to rely on to Harlow Council, preferably by email to homeownership@harlow.gov.uk. **Any response must be made by 17 October 2025**

Does this effect who I choose to pay as my home supplier?

No, it doesn't. The communal supply will not change any existing arrangements you already have with the gas and/or electricity suppliers you have in place for your home.

How can I trust you'll get the best deal?

We will work with a specialist energy consultancy to ensure that energy prices are kept as low and stable as possible.

What if dispensation is not granted?

We will buy energy on 364-day rolling contracts. We cannot get the best deals this way and its likely energy costs will continue to climb year on year, something we are keen to protect you from.

Reply Form for leaseholders

Case Reference:
Property:

ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION

If you do object please complete and return this form by e-mail to the **applicant**.

	Yes	No
Have you enclosed a statement in response, to explain the reasons for your objection?	☐	☐
Do wish to have an oral hearing? If so, please provide your dates to avoid below.	☐	☐
Name address of any spokesperson or representative appointed for the leaseholder:		

Please also complete the details below:

Date:	
Signature:	
Print Name:	
Address of affected property:	
Your correspondence address (if different):	
Telephone:	
Email:	

If you have requested a hearing, please provide below your essential dates to avoid for 17 November to 19 December 2025.

Dates to avoid:	
------------------------	--

[Home](#) > [Communal energy supply](#)

Communal energy supply

We supply the energy for the communal areas of your housing, which is paid for by you as part of your service charge. We want to change the way that we buy this energy to make sure we're getting the best deal and providing you with better value.

When we enter into new contracts that are over 12 months long, we usually have to follow a consultation process to ask all our customers what they think of our proposal, which is part of our responsibility under the Landlord and Tenant Act 1985, Section 20.

However, because we'll be buying energy directly from the energy market, whose prices change all the time, we can't do this because the cost of energy will have changed by the time we're able to complete a full consultation.

So, we have made an application to the First Tier Tribunal (Property Chamber) for permission to continue with agreeing new energy contracts without the formal consultation. This allows us to work more quickly, so we can make sure we're getting the best energy cost possible.

We plan to start a new contract on 1 April 2026 and for it to last for 3 years with an option to extend.

Tribunal process

We have sent letters to all residents that contribute to the costs of lighting or heating supply via their service charge.

The letter explains that the Tribunal and Harlow Council need to receive any responses or objections by 17 October 2025.

You can view the documents that we have provided and received from the Tribunal:

- [Application for dispensation by Harlow Council - 29 August 2025](#) (pdf)
- [Tribunal's initial directions - 16 September 2025](#) (pdf)
- [Reply slip for residents to complete](#) (pdf)

**WITNESS STATEMENT OF ROBIN CLARK, CLIENT SERVICES DIRECTOR,
INSPIRED PLC**

1. My full name is Robin Stewart Clark. I am employed by Inspired plc who are the retained energy consultants to Harlow District Council. Our business address is Calder House, St Georges Park, Kirkham, Preston, Lancashire, PR4 2DZ.
2. I am employed as Client Services Director in the Public Services Division, which is part of Inspired Energy Solutions. I report to Laura Middleton who is the Managing Director of the Public Services Division. My responsibilities include supporting clients in the procurement of energy and achieving compliance with regulation and guidance. I am authorised to make this witness statement on behalf of the Council.
3. For most of my career I worked in the Public Sector in a number of roles relating to energy management, estate management, and energy procurement. I joined Inspired plc in 2020.
4. I make this witness statement in support of the Applicant's application to dispense with the consultation requirements in relation to electricity and gas contracts which the Council wishes to place. The applications relating to gas are for dispensation of the consultation requirements contained in Section 20 of the Landlord and Tenant Act 1985. Gas is used for communal heating and hot water supplies. The application in respect of electricity is for dispensation of the consultation requirements in Section 20 of the Landlord and Tenant Act 1985, in relation to electricity supplied to communal areas and re-charged to leaseholders as part of their service charges.
5. The Council has made previous applications to the Tribunal for dispensation relating to similar contracts. This has previously been granted and has been proven to protect the interests of leaseholders and tenants. The energy markets remain in a volatile state and so we believe the best course of action is to continue with a LTQA for our energy requirements to provide price control.
6. The current Agreement for both the gas and electricity contracts expires on 31st March 2026 and should be renewed for the period from 1 April 2026 to 31 March 2028. As such, the Council is required to make a further application for dispensation from the requirements of Section 20 of the Landlord and Tenant Act 1985 ("the 1985 Act"). The renewal consists of an Access Agreement with the Central Purchasing Body and Call-Off contracts with the Suppliers.
7. The 1985 Act requires landlords to consult with leaseholders before entering into a qualifying long term agreement of more than 12 months. If the consultation requirements are not satisfied then the landlord's ability to recover contributions from

the leaseholders will be restricted, unless the Tribunal makes an order dispensing with the consultation requirements.

8. Fuel contracts fall under the definition of a “qualifying long term agreement” within the 1985 Act where they exceed 1 year and the contribution from any one leaseholder might exceed £100 per annum.
9. The energy crisis, as well documented in the news, saw wholesale energy prices reach unprecedented levels in 2022. Whilst these levels have receded somewhat since, there is now a “new normal” which is typically 20-40% more expensive than prior to the energy crisis. Furthermore, market volatility presents more risk. The market swings are more pronounced and less predictable. Geo-political activity greatly influences the fundamentals and sentiment driving the market, alongside other factors such as weather extremes, gas availability and winter storage following the significant removal of Russian gas from the European fuel mix, and the transition to cleaner renewable energy sources. These can all significantly change wholesale market prices quickly and do so on a daily basis.
10. The majority of the energy price payable used to be market related, although Government taxes and levies and industry non-commodity charges have been increasingly significantly over time. These components of the price, whilst making up a substantial element of the cost stack, are largely outside of the control of the council. The key element where there is control is in how well energy can be bought on the wholesale market.
11. Because of its volatility, the energy market cannot be index linked and the true cost savings accrue directly from the lower absolute outlay through purchasing the energy more flexibly and with regard to market risks.
12. It is well recognised in energy procurement circles that the longer the procurement window the likelihood of better procurement outcomes. A three year procurement window is expected to outperform a one year procurement window by 10%-15%.
13. Longer term contract greater than 1 year also have a number of other benefits which provide better outcomes for the tenants
 - Enhanced risk management to avoid price peaks and seek out price dips
 - Lower administration costs
 - Improved customer service
 - Improved query management
 - Lower risks from switching suppliers frequently and management of multiple meter registration processes

14. In order to mitigate the above risk and seek to provide the best outcome for the tenants, the Applicant intends to place a LTQA (Long Term Qualifying Agreement) via a route compliant with the prevailing public sector procurement regulations (PCR2015/PA23) managed by leading energy consultant, Inspired Plc.
15. Gas and electricity will be procured from the wholesale market in tranches up to four years ahead of the contract commencement. Intra-day volatility of these futures markets regularly presents swings of 4% - 5% and can increase to over 20% in particularly volatile times. It is therefore necessary to make transactions within minutes to secure available pricing when the market offers value.
16. The gas and electricity wholesale markets are currently in “backwardation”. This means that there are cheaper wholesale prices available to purchase for later years of a longer-term contract. By trading some of the volume for future years, this locks in value against the market and mitigates the risk of extreme market volatility impacting the delivered price for leaseholders and tenants in the future
17. The nature of the Act means that it is not reasonably practicable for the Applicants to give the required information at note of the proposal stage of the consultation process and also have regard to the Respondent’s observations, as requirements are purchased in advance of the contract start. It is therefore not possible to act in the Respondents best interests as set out in the Public Contract Regulations whilst following the Section 20 Consultation procedure.
18. There are a total of 5,646 Domestic properties, both Leasehold and Tenanted, over 592 blocks of flats. The properties range from studio flats to four bedroom units, from ground floor of a two storey corner block to the 14th floor of a tower block.
19. The Applicant confirms that the following documents have been uploaded to their website;
 - A copy of the application and supporting documents
 - Any Directions of the Tribunal
 - Reply slip for residents to complete
20. The Applicant confirms that it will respond to any observations received and will keep the tenants up to date with the process of the application for dispensation.
21. The Applicant confirms that it will upload the following information to their website when it becomes available;
 - The outcome of this application; and
 - The outcome of the resulting procurement exercise

22. In the interests of saving costs and protecting the environment, subject to the Tribunal agreement, the Applicant intends to display all information on their website and will not post hard copies except at the specific request of a Respondent.
23. I respectfully request that the Tribunal order the dispensation to enable the Applicant to act in line with best practice by managing the risk of dealing with the volatile nature of the energy markets

Statement of Truth

I believe that the facts stated in this Witness Statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed..........

Robin Clark

Dated.....29th September 2025.....

From: Home Ownership homeownership@harlow.gov.uk 
Subject: CAM/22UJ/LDC/2025/0670: All properties for which Harlow District Council are the Landlord
Date: 24 October 2025 at 12:40
To: Eastern RAP rpeastern@justice.gov.uk, Home Ownership homeownership@harlow.gov.uk

HO

Good afternoon

In response to the directions dated 16th September 2025 (copy attached), in order to comply with paragraph 2 a) and b), please note that the respondents were written to on 29th September 2025 advising of our application to the Tribunal for dispensation. The webpage containing information on the application and links to the documents went live on Harlow.gov.uk on the same date.

Respondents had until the 17th October 2025 to make any objections. I can confirm that none were received.

A copy of the letter sent to the respondents will be included within the bundle. To comply with direction 6, this will be supplied by the 31st October 2025.

For confirmation, a hearing is not requested, and a determination based on written representations is welcomed.

Thank you for noting the contents of this email.

Kind Regards

Karen Phillips
Home Ownership Team Leader
Home Ownership
Housing Operations (People)
Tel 01279 446305

Alternative Contacts:
Tel. Home Ownership Team 01279 446424
Email. Homeownership@harlow.gov.uk

Please note my position is a job share with Gaynor James. My working week is Thursday and Friday and alternate Wednesday's.

From: Stewart, Joachim <Joachim.Stewart@justice.gov.uk> **On Behalf Of** Eastern RAP
Sent: 16 September 2025 09:14
To: Home Ownership <homeownership@harlow.gov.uk>
Subject: All properties for which Harlow District Council are the Landlord

Good morning,

Please see the attached. Hard copies to follow in the post.

Kind regards

Joachim Stewart

Tribunal Clerk
 HM Courts & Tribunals Service

 First Tier Tribunal (Property Chamber) Residential Property
Please reply to: rpeastern@justice.gov.uk

'I am not authorised to bind my department contractually, nor to make representations or other statements which may bind the department in any way via electronic means'

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Harlow District Council - energy
QLTA multiple properties.pdf

