In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

23205/13

Companies House

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online
Please go to www companieshouse gov uk

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument Use form MR08

For further information, please refer to our guidance at www companieshouse gov uk

This form **must be delivered to the Registrar for registrat 21 days** beginning with the day after the date of creation of t delivered outside of the 21 days it will be rejected unless it is a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this f scanned and placed on the public record **Do not send the or**

SATURDAY

A3MO4F3N
A39 13/12/2014 #167
COMPANIES HOUSE

For official use 3

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1 Company details

Company number: 8 3 9 6 6 0 0

Company name in full ✓: LIVINGSTON HOMES LIMITED

2 Charge creation date

Charge creation date ✓: d 1 2 m 1 2 y 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name ✓: THE KENT COUNTY COUNCIL

Name:

Name:

Name:

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

158e High Street, Hythe, Kent CT21 5JR

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ **Yes**

☑ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☑ **Yes**

☐ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X G O [illegible] X

Director of Governance + Law.

This form must be signed by a person with an interest in the charge

MR01
Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form The contact information you give will be visible to searchers of the public record

Contact name MRS L HARRISON (LS/23/106581/7)

Company name KENT LEGAL SERVICES

Address SESSIONS HOUSE

COUNTY HALL

Post town MAIDSTONE

County/Region KENT

Postcode M E 1 4 1 X Q

Country ENGLAND

DX DX 123693 MAIDSTONE 6

Telephone 03000 416213

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

Important information

Please note that all information on this form will appear on the public record

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8396600

Charge code: 0839 6600 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th December 2014 and created by LIVINGSTON HOMES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2014

D&

Given at Companies House, Cardiff on 19th December 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

EPL Charge Loan to Sell

DATED 12th December 2014

I HEREBY CERTIFY THIS T. BE A TRUE COPY
Gowlap.
12/12/2014

(1) THE KENT COUNTY COUNCIL

AND

(2) LIVINGSTON HOMES LIMITED

LEGAL CHARGE

in respect of 158e, High Street, Hythe, Kent, CT21 5JR

Kent Legal Services
Kent County Council
County Hall
Maidstone
ME14 1XQ

www kent.gov.uk/Legal
Ref· LS/23/106581/7

Engrossment dated·24 October 2014

THIS LEGAL CHARGE is made on the 12th December 2014

BETWEEN

(1) **THE KENT COUNTY COUNCIL** of Sessions House, County Hall, Maidstone, Kent, ME14 1XQ (the "Council"); and

(2) **Livingston Homes Limited** of 11 Meadowbrook, Sandgate, Folkestone, Kent, CT20 3NY (Company Registration No: 8396600) (the "Owner").

The Property:	158e, High Street, Hythe, Kent, CT21 5JR
Freehold/ Leasehold:	Leasehold
Land Registry Title Number:	TT25975
Loan Facility Amount:	£ 49,999.00
The Works:	In accordance with the Schedule of Works set out in Appendix 1 and the Decent Homes Standard set out in Appendix 2.
Loan agreement number:	EHSH 122

The Owner hereby applies to the Chief Land Registrar to enter on registration of this Legal Charge in the register a restriction that (except under an Order of the Registrar):

> **"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 12 December 2014 in favour of The Kent County Council referred to in the charges register or their conveyancer."**

WHEREAS

(A) The Owner is the estate owner of the Property as described above

(B) The Council has agreed to make available the Loan Facility Amount as described above to the Owner (the "Loan Facility"), repayable in accordance with the Loan Facility Agreement and by the Redemption Date.

(C) The Owner has applied to the Council to exercise its powers under Section 2 of the Local Government Act 2000 and Sections 435 and 436 of the Housing Act 1985 by granting the Loan Facility to the Owner for the purpose of financing the works and the Ancillary Costs and the Council has accordingly agreed to advance the Loan Facility subject to the Owner entering into the obligations and conditions contained below and of the Loan Facility Agreement.

(D) The Owner has agreed to grant such security to the Council as is hereinafter mentioned as well as for monies (if any) now owing as for any monies which may hereafter and during the continuance of this security become owing by the Owner to the Council as described below.

THIS DEED WITNESSES as follows:-

1. **Definitions**

1.1 In this Deed:

"Ancillary Costs"	means costs previously approved in writing by the Council in the nature of proper and reasonable professional fees and other fees charges and disbursements incidental to the preparation supervision and carrying out of the Works and the preparation settlement completion and registration of this Deed
"Disposal"	means transfer, lease for a term of seven years or more, or other disposition of property registrable at HM Land Registry
"Interest Rate"	3.13%, or such other rate as the Council may notify the Owner in accordance with the Loan Facility Agreement
"Loan Facility Agreement"	means the agreement made between the Owner and the Council setting out the terms of the payment of the Loan Facility and made on or around the date of this Legal Charge
"Redemption Date"	means the date by which the Loan Facility must be repaid in accordance with the Loan Facility Agreement and is: (a) 31 December 2016; (b) the date of the Disposal of the Property; or (c) where the Property is to be converted into more than one unit, the first date by which there has been a Disposal of a sufficient number of such units to obtain gross sale proceeds from such Disposal amounting to or in excess of the amounts outstanding under the Loan Facility at the time of Disposal; or (d) where the Property is to be converted into units, the date of the Disposal of the final unit; or (e) the date of an event of default as set out in the Loan Facility Agreement; whichever is the earlier.

1.2 In this Deed where the context so admits:

(a) the Owner includes any person deriving title under it or him (but shall not include any other chargee or encumbrancer of the Property)

(b) Words importing the masculine gender only include the feminine and words importing the singular only include the plural and vice versa.

2. The Owner with full title guarantee hereby charges the Property by way of legal mortgage and any equitable interest therein by way of equitable mortgage with payment to the Council pursuant to the terms on which each sum was or sums were advanced or in the absence of any such terms upon demand (but subject as hereinafter appears) of all and every sum or sums of money for which these presents are declared to be a security.

3. These presents shall be a security to the Council for the payment to the Council and discharge of all monies owed and due by the Owner to the Council under the Loan Facility Agreement, this Legal Charge, and any other agreement expressed to be secured by this Legal Charge.

4. This Charge shall be a continuing security notwithstanding any payment or the settlement of any account or any other matter or thing. If the Council receives notice (actual or constructive) of any charge mortgage or any other encumbrance affecting the Property other than previously notified or any part thereof then as from and after the date on which the Council receives or is deemed to receive such notice (the "date of notice") any payment by the Owner to the Council shall (notwithstanding any legal or equitable rule or presumption to the contrary) be deemed to have been placed to the credit of a new or separate account deemed to have been opened by the Owner with the Council (unless such payment has in fact been placed to a new or separate account) and shall not go in the reduction of the amount owing by the Owner to the Council at the date of notice

5. The Owner covenants duly and punctually to pay and discharge to the Council (when they become due for payment) all monies which now are or shall at any time hereafter be due owing or incurred by the Owner to the Council under this Legal Charge, the Loan Facility Agreement and any other agreement expressed to be secured by this Legal Charge, on any account or in any manner whatsoever whether actually or contingently and whether solely or jointly with any other person firm or company and whether due from the Owner as guarantor indemnifier or principal debtor including but without limitation any costs, charges and expenses owed to, or incurred directly or indirectly by, the Council under this Legal Charge, the Loan Facility Agreement and any other agreement expressed to be secured by this Legal Charge, including costs incurred in respect of action taken by the Council with respect to a stranger to this security, or any agreement providing security for all or any part of the sums secured by this Legal Charge or owed under the Loan Facility Agreement or other agreement expressed to be secured by this Legal Charge and all costs in relation to the enforcement of any such security, all such costs, charges and expenses to be calculated and paid on a full and unlimited indemnity basis, and all interest, commissions, fees and bank and discount charges payable in respect of any of the foregoing; and all such payments shall be made in accordance with the terms of this Legal Charge and the Loan Facility Agreement and any other agreements expressed to be secured by this Legal Charge.

6. The Owner hereby covenants with the Council as follows:-

6 1 At all times during the continuance of this security to comply with its obligations under a Lease dated 11June 2014 made between (1) Alan James Day, Christopher John Hahn and Oliver Daniel Clutterbuck (the "Landlord") and (2) Livingston Homes Limited (the "Lease") and to enforce the obligations of the Landlord contained in the Lease and to permit the Council or its agents with or without workmen and others at all reasonable times to enter into or upon the Property and any building on the Property and examine the state and condition thereof and forthwith to repair and make good all defects and wants of reparation of which notice in writing shall be given to the Owner by the Council and subject to the terms of the Lease in case of default to permit the Council to enter thereon and effect such repairs and making good as the Council may consider necessary and so that all monies expended by the Council in effecting such repairs and making good shall be deemed to be costs charges and expenses properly incurred by the Council hereunder and shall be reimbursed to the Council by the Owner forthwith on demand together with interest at the Interest Rate from the date such monies were expended until reimbursement thereof and until reimbursed such monies and interest shall be charged upon the Property;

6.2 As long as any monies remain owing on this security to enforce the obligation of the Landlord contained in the Lease to insure the Property and to have a note of the Owner's and Council's interest endorsed on the policy or policies of insurance;

6.3 Not without the previous consent in writing of the Council to erect make or maintain or suffer to be erected or maintained on the Property or any part thereof any additional building erection or improvement or to demolish all or any part of the Property (save in compliance with any order to that effect by any public authority including the Council) or to make or suffer to be made any material change or addition whatsoever in or to the use of the Property or any part thereof and also if the Council shall consent in writing as aforesaid will duly apply to the local planning authority as defined by the Town and Country Planning Act 1990 for any necessary permission to erect make or maintain such building erection improvement material change or addition on behalf of the Council and all other persons (if any) for the time being interested in the Property and will give to the Council immediate notice of such permission if granted and also at all times to indemnify and keep indemnified the Council against all proceedings costs expenses claims and demands whatsoever in respect of the said application;

6.4 To give full particulars to the Council of any notice or order or proposal for a notice or order served on or issued or made to the Owner by a planning authority or by any other governmental local or public authority or undertaking in relation to the Property within seven days of receipt of the same and if so required by the Council produce such notice to the Council and without delay to take all reasonable or necessary steps to comply with any such notice or order and also at the request of the Council and at the cost of the Owner to make or join with the Council in making such objection or representation against or in respect of any proposal for such a notice or order as the Council shall deem expedient. Where in any such case a payment must be made by the Owner the Owner will produce to the Council the receipt for payment. If the Owner fails to make any such payment then the Council may discharge it. Any money expended shall accrue interest at the Interest Rate from the time the payment is made by the Council and shall be repayable by the Owner on demand and such money and the interest on it shall be charged on the Property;

6.5 Not to do or omit or suffer to be done or omitted any act matter or thing in on or respecting the Property required to be omitted or done by the Town and Country

Planning Act 1990 or which shall contravene the provisions thereof or any of them and at all times hereafter to indemnify and keep indemnified the Council against all actions proceedings costs expenses claims and demands in respect of any such act matter or thing contravening the Town and Country Planning Act 1990;

6.6 Not without the consent in writing of the Council to create any further charge or encumbrance affecting the Property ranking pari passu with or in priority to this Legal Charge;

6.7 To observe and perform all the covenants conditions and stipulations contained in any lease of the Property held by the Owner and in any subsisting prior charge to which the Property is subject and to give full particulars of any notice served on the Owner by any lessor mortgagee or chargee within seven days of the receipt of the same;

6.8 To pay all taxes charges and other outgoings in respect of the Property;

6.9 To notify the Council immediately upon receipt by the Owner of any compensation or similar money in relation to the Property and unless the Council shall otherwise decide apply such money in or towards repayment of the monies secured by this Legal Charge;

6.10 To provide the Council on demand with copies of the receipts for expenditure incurred in carrying out the Works;

6.11 On completion of the Works to keep the Property in good repair and condition;

6.12 To notify the Council immediately as the Redemption Date has occurred.

7. The Owner hereby agrees and declares with the Council as follows:-

7.1 That all costs charges and expenses properly incurred hereunder by the Council expressly including any costs charges or expenses incurred or paid by the Council by virtue of or in connection with any act matter or thing arising under or by virtue of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof and any orders regulations directions and notices made or served thereunder whether or not occasioned by any act neglect or default of the Owner shall together with interest thereon at the Interest Rate from the date the same were incurred until the date of payment to the Council be charged on the Property PROVIDED that the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Council may or but for the said charge would have for the monies thereby secured or any part thereof;

7.2 If any building thereon or any system of drainage or public services intended or capable of being used in connection with the Property shall remain unfinished or not connected the Council may at any time construct make up complete or connect the same and for such purpose the Council shall be at liberty to employ contractors builders workmen and others and purchase all proper materials as it may in its absolute discretion deem fit and any monies expended by the Council in respect of any of the aforesaid matters shall on demand be repaid by the Owner with interest at the Interest Rate from the respective times at which such monies shall have been expended until repayment thereof together with interest as aforesaid and until such repayment such monies and interest shall be a charge on the Property.

8. The statutory power of sale and of appointing a receiver shall apply to this Legal Charge free from the restrictions imposed by Sections 103 and 109(1) of the Law of Property Act 1925 but the Council will not exercise such powers unless:-

8.1 there has been a breach of some provision contained or incorporated in this Legal Charge or the Loan Facility Agreement or implied by statute on the part of the Owner to be observed and performed; or

8.2 any monies payable hereunder or secured hereby shall be or become due and payable and remain unpaid.

9.1 The whole of the monies payable or to become payable hereunder or secured hereby shall immediately become due and payable and the Council shall demand that the Owner shall forthwith repay the same together with all interest accrued and all other sums payable under the Loan Facility Agreement and this Legal Charge:

(a) if any of the monies obligations and liabilities secured by this Legal Charge shall not be paid or discharged by the Owner in accordance with clause 5 and the Loan Facility Agreement; or

(b) if the Owner shall be in breach of any provision of this Legal Charge or of the Loan Facility Agreement secured by this Legal Charge; or

(c) any other event shall take place which in the opinion of the Council puts in jeopardy all or any part of the security created by this Legal Charge.

9.2 The provisions of Clause 9 1 shall be in addition to and not in substitution for any other provisions at any time agreed between the Owner and the Council relating to the payment of money hereby secured.

10. The statutory power of sale is hereby extended so as to authorise the Council to sell the Property or any part thereof subject to a provision that the purchase money or any part thereof shall be payable (with or without interest) by instalments of such amount over such period and at such times as the Council may think proper and so that the contract for sale may contain such provisions permitting the purchaser to enter into possession and for securing the payment of the purchase money and any interest thereon and enable the Council to rescind the contract and to resell and such other provisions (whether of a nature similar to those before mentioned or not) as the Council may think proper.

11. The Owner irrevocably and by way of security appoints the Council to be its Attorney (with full power to appoint substitutes and to sub-delegate including power to authorise the person so appointed to make further appointments in both cases with regard to all or any part of the Property) on behalf of the Owner and in its name or otherwise to execute any document or do any act or thing which the Council (or such substitute or delegate) may in its absolute discretion consider appropriate in connection with the exercise of any of the powers of the Owner or which the Owner is obliged to the Council to execute or do whether hereunder or otherwise.

12. Section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge.

13. If the Council takes possession of the Property the Council is hereby authorised as agent for the Owner if the Council so elects to remove warehouse store sell or

otherwise deal with any moveable plant machinery, furniture goods and equipment (the "Equipment") which the Owner shall fail or refuse to remove from the Property within seven days of being requested so to do and the Council shall not be liable to the Owner for any loss or damage occasioned thereby. The Owner shall indemnify the Council against all costs and expenses incurred in respect of the Equipment pursuant to the terms hereof and against all liability to any third party in respect of the Equipment and all such costs and expenses shall be charged upon the Property together with interest at the Interest Rate. The Council shall account to the Owner (or to any person with prior entitlement thereto) for the proceeds of any such sale after deducting any selling and other expenses The Council shall not be liable to the Owner with regard to any such sale or for failure to obtain a proper price provided that the Council acted in good faith. It is hereby agreed and declared that this clause shall not have the effect of creating any charge over the Equipment.

14. All costs including value added tax and disbursements (on an indemnity basis) of any legal proceedings and any other action to enforce the terms of these presents shall be paid by the Owner on demand and such monies with interest at the Interest Rate shall be charged upon the Property.

15. The Owner assigns to the Council (to the extent that the same are assignable and subject to redemption) the benefit of any right agreement indemnity covenant charge remedy or money payable (whether by way of compensation or otherwise) relating to the Property or to the services to it and such benefit shall be freely assignable by the Council to any purchaser from the Council or to any transferee of this Legal Charge.

16. Any notice required or authorised by this Legal Charge or by Statute to be given to or to be served on the Owner shall be in writing and shall be sufficiently served if it is served in any manner in which a notice may be served on a mortgagor under Section 196 of the Law of Property Act 1925 or if it is sent by ordinary prepaid post addressed to the Owner at his last known address and a notice so served shall be deemed to have been served on the day following that on which the letter containing such notice shall have been posted.

17. Any notice required or authorised by this Legal Charge to be given to the Council shall be in writing and shall be sufficiently served if it is posted and addressed to the Council at the address provided at the head of this Legal Charge and the proper postage is prepaid and in every case the notice shall be deemed to be served when correctly delivered

18. The Legal Charge hereby created is in addition to any other security or securities now or hereafter held by the Council and where this Legal Charge initially takes effect as a collateral or further security then notwithstanding any receipt release or discharge endorsed on or given in respect of the money and liabilities owing under the principal security to which this Legal Charge operates as a collateral or further security this Legal Charge shall in respect of any money which was originally intended to be secured be an independent security for any of such money.

19. Notwithstanding any other provision of this Legal Charge·

19.1 this Legal Charge does not secure the payment or discharge of any monies from time to time owing or payment under any Regulated Agreement or the performance of the obligations from time to time of the debtor or hirer (as the case may be) under any Regulated Agreement;

19.2 any monies from time to time owing or payable under any Regulated Agreement are excluded from the monies secured by this Legal Charge;

19 3 any covenant or agreement expressed or implied in this Legal Charge by any party hereto to pay or to guarantee the payment of any sum or to provide any indemnity shall not apply to any monies from time to time owing or payable under any Regulated Agreement or to the performance of the obligations from time to time of the debtor or the hirer (as the case may be) under any Regulated Agreement

For the purposes of this clause the words "Regulated Agreement" mean any agreement entered into on before or after the execution hereof which for the time being is a regulated agreement within the meaning of the Consumer Credit Act 1974 or any modification replacement or re-enactment thereof.

20. No variation to this Legal Charge will be effective unless recorded in writing and so executed by both parties.

21. If any provision of this Legal Charge is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable or indications to that effect are received by either of the parties from any competent authority the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or if that is not possible it shall be severed from this Legal Charge and the remaining provisions of this Legal Charge shall remain in full force and effect.

22. No delay or forbearance on the part of the Council in enforcing observance or performance by the Owner or giving of time or indulgence to the Owner shall release or discharge or exonerate or in any way affect the liability of the Owner under this Legal Charge.

23. The Owner warrants to the Council that he has taken independent legal advice on the terms of and his obligations under this Legal Charge.

24. This Legal Charge does not create any rights enforceable by any person not a party to it by reason of the Contracts (Right of Third Parties) Act 1999.

25. This Legal Charge shall be governed by and construed in accordance with English law.

Executed as a Deed and delivered by the parties to it on the date set out above

THE COMMON SEAL of)
THE **KENT COUNTY COUNCIL**)
was affixed to this Deed in the presence of:-)

Authorised Signatory

A Member of the Kent County Council

Graham Gibbens

EXECUTED as a deed by)
LIVINGSTON HOMES LIMITED)
acting by a Director and its Secretary)
or two Directors)

Director

Director/Secretary

APPENDIX 1

Schedule of Works

158e High Street, Hythe, Kent, CT21 5JR - (LS/23/106581/7)

On completion of all works the property must meet the decent homes standard For more information on the standard please visit the www.no-use-empty.org web site

The works specified below are not exhaustive, but must be included as part of the works undertaken to complete the refurbishment of the property and comply with all conditions as are specified in:

Full Planning Permission: Y14/0730/SH – approved by Shepway District Council on 13th August 2014 with conditions: Change of use and conversion of first floor and loft space, from gymnasium into two self-contained flats.

- Set up and rip out
- Waste away
- Plumber & electrician enabling
- New steel works to loft conversion
- Suspended acoustic floor
- Loft conversion floor construction
- Fire protect steels
- Stud walls
- 1st fix plumbing including vents
- 1st fix electrics
- External wall insulation
- Stud wall insulation
- Sound insulation throughout
- Roof insulation
- 2 new veluxes
- Floor sound insulation
- Tongue and groove flooring to ground floor
- Timber stairs x2 fitted
- Utilities connect gas, water and electrics
- Renovate windows
- New glazing install
- Plasterboard throughout
- Plaster skim finish including drying
- Doors arch skirting etc. 2nd fix
- 2nd fix plumbing
- 2nd fix electrics
- Internal decorations
- Bathrooms tiled
- Fit bathrooms
- External paint and repair
- Kitchens fit

On Completion of works

- Provide to the Project Manager at Kent County Council/or Shepway District Council a copy of the Building Regulation completion certificate confirming all works comply with current Building Regulations.

- Provide to the Project Manager at Kent County Council/or Shepway District Council a copy of a test and completion certificate to confirm that all electrical wiring conforms to the latest IEE Regulations

- Provide to the Project Manager at Kent County Council/or Shepway District Council copies of the energy performance certificates

APPENDIX 2

DECENT HOMES STANDARD

Criterion a: It meets the current statutory minimum standard for housing

To be decent, a dwelling should be free of category 1 hazards as assessed through the Housing Health and Safety Rating System.

Criterion b: It is in a reasonable state of repair

A dwelling satisfies this criterion unless:

- one or more key building components are old and, because of their condition need replacing or major repair; or
- two or more other building components are old and, because of their condition need replacing or major repair.

A building component can only fail to satisfy this criterion by being old and requiring replacing or repair. A component cannot fail this criterion based on age alone.

Building components

Building components are the structural parts of a dwelling (e.g. wall structure, roof structure), other external elements (e g. roof covering, chimneys) and internal services and amenities (e.g. kitchens, heating systems).

Key building components are those which, if in poor condition, could have an immediate impact on the integrity of the building and cause further deterioration in other components.

They are the external components plus internal components that have potential safety implications and include:

- external walls,
- roof structure and covering;
- windows/doors;
- chimneys;
- central heating boilers;
- gas fires;
- storage heaters;
- plumbing; and
- electrics.

Lifts are not considered to be a key component unless the lift or the lift shafts have a direct effect upon the integrity of the building.

If any of these components are old and need replacing, or require immediate major repair, then the dwelling is not in a reasonable state of repair.

Other building components are those that have a less immediate impact on the integrity of the dwelling. Their combined effect must therefore considered, with a dwelling not being in a reasonable state of repair if two or more are old and need replacing or require immediate major repair.

Old and in poor condition

A component is defined as 'old' if it is older than its standard lifetime. Components are in poor condition if they need major work, either full replacement or major repair.

One or more key components, or two or more other components, must be both old and in poor condition to render the dwelling non-decent on grounds of disrepair.

Components that are old but in good condition or in poor condition but not old would not, in themselves, cause the dwelling to fail the standard.

A building component, which requires replacing before it reaches its expected lifetime has failed early. Under the terms of the definition, this early failure does not render the dwelling non-decent.

Criterion c: It has reasonably modern facilities and services

A dwelling is considered not to meet this criterion if it lacks three or more of the following facilities:

- a kitchen which is 20 years old or less;
- a kitchen with adequate space and layout;
- a bathroom which is 30 years old or less;
- an appropriately located bathroom and WC;
- adequate external noise insulation; and
- adequate size and layout of common entrance areas for blocks of flats.

A kitchen failing on adequate space and layout would be one that was too small to contain all the required items (sink, cupboards cooker space, worktops etc) appropriate to the size of the dwelling;

An inappropriately located bathroom and WC is one where the main bathroom or WC is located in a bedroom or accessed through a bedroom (unless the bedroom is not used or the dwelling is for a single person). A dwelling would also fail if the main WC is external or located on a different floor to the nearest wash hand basin, or if a WC without a wash hand basin opens on to a kitchen in an inappropriate area, for example next to the food preparation area;

Inadequate insulation from external airborne noise would be where there are problems with, for example, traffic (rail, road and aeroplanes) or factory noise.

Inadequate size and layout of common entrance areas for blocks of flats would be one with insufficient room to manoeuvre easily for example where there are narrow access ways with awkward corners and turnings, steep staircases, inadequate landings, absence of handrails, low headroom etc.

In some instances there may be factors which may make the improvements required to meet the Decent Homes standards' challenging, or impossible, factors such as physical or planning restrictions. Where such limiting factors occur the property should be assessed to determine the most satisfactory course of action in consultation with the relevant body or agency so as to determine the best solution. The outcome may determine that some improvements may be possible even if all are not.

A dwelling would not fail this criterion, where it is impossible to make the required improvements to components for physical or planning reasons.

Criterion d: It provides a reasonable degree of thermal comfort

The definition requires a dwelling to have both efficient heating, and effective insulation.

Efficient heating is defined as any gas or oil programmable central heating; or

- electric storage heaters, or
- warm air systems; or
- underfloor systems; or
- programmable LPG/solid fuel central heating, or
- similarly efficient heating systems which are developed in the future

The primary heating system must have a distribution system sufficient to provide heat to two or more rooms of the home. There may be storage heaters in two or more rooms, or other heaters that use the same fuel in two or more rooms. Even if the central heating system covers most of the house making a dwelling decent, under the HHSRS the home should be warm enough for the occupant

Heating sources, which provide less energy efficient options fail the Decent Homes standard.

Programmable heating is where the timing and the temperature of the heating can be controlled by the occupants.

Because of the differences in efficiency between gas/oil heating systems and the other heating systems listed, the level of insulation that is appropriate also differs:

For dwellings with gas/oil programmable heating, cavity wall insulation (if there are cavity walls that can be insulated effectively) and at least 50mm loft insulation (if there is loft space) is an effective package of insulation

For dwellings heated by electric storage heaters/LPG/programmable solid fuel central heating a higher specification of insulation is required: at least 200mm of loft insulation (if there is a loft) and cavity wall insulation (if there are cavity walls that can be insulated effectively).

A SAP rating of less than 35 (using the 2001 SAP methodology) has been established as a proxy for the likely presence of a Category 1 hazard from excess cold.