

Appendix A

Analysis and Rights of Light Report - GL Hearn

Analysis and Rights to Light Advice

PRIVATE AND CONFIDENTIAL
Andrew Kirk Management Limited

49-51 Farringdon Road
London
EC1M 3JP

16 October 2015

Prepared by

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EXECUTIVE SUMMARY

- Our analysis shows that, based on the reasonable assumptions we have needed to make, the neighbouring properties would not suffer rights to light infringements as a result of the proposed development at 49-51 Farringdon Road.

N.B This summary only highlights the main points of our advice. You are advised to read our report in full for a detailed understanding of our findings, opinion and advice

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Quality Standards Control

The signatories below verify that this document has been prepared in accordance with our quality control requirements. These procedures do not affect the content and views expressed by the originator.

This document must only be treated as a draft unless it has been signed by the Originator and approved by a Business Director.

DATE	ORIGINATOR	APPROVED
16/10/2015	Peter Spence Senior Surveyor	Paul Smith Director, Building Consultancy



Issue Date	Revision	Description
16/10/2015	-	Rights of Light analysis and advice

Limitations

This document has been prepared for the stated objective and should not be used for any other purpose without the prior written authority of GL Hearn; we accept no responsibility or liability for the consequences of this document being used for a purpose other than for which it was commissioned.

1 INSTRUCTIONS AND BRIEF

- 1.1 In accordance with instructions received from Andrew Kirk Management Limited on 15 September 2015, we have undertaken technical analysis on the effect the redevelopment of 49-51 Farringdon Road, London EC1M 3JP ('the Development') will have on the Rights to Light to the neighbouring properties.
- 1.2 We have been provided with the following information:
- Amin Taha proposed and existing drawings received on 22 September 2015
- 1.3 Our analysis and this report have been undertaken in accordance with the current GL Hearn Limited Standard Terms of Appointment for Professional Services and as per the Stage Two Services detailed in our Scope of Service; both documents are appended this report.
- 1.4 Our Rights to Light Guidance Note is appended and we would recommend that you read this prior to reviewing Section 3 of this report.

2 LIMITATIONS AND METHODOLOGY

- 2.1 We have not yet had access to any of the adjoining properties and have only been able to view the neighbouring properties from street level and from the roof of the existing rear extension. As such, we have needed to make reasonable assumptions as to the internal layouts of the properties tested and, at this stage, cannot be sure that we have identified all windows in the adjoining properties. In due course we will need to gain access to the tested properties to verify the internal arrangements and update our analysis as necessary. Therefore, the results of our analysis and our advice should be considered as provisional.
- 2.2 From our inspection of the site the overlooking fenestration to the adjoining properties detailed in our report appeared to be over twenty-years'-old. As such, unless there are any legal agreements to the contrary, the windows will have acquired prescriptive rights to light over the site. We have not seen any legal documentation relating to this property or development.
- 2.3 Our study has been undertaken by preparing a three-dimensional computer model of the site and surrounding buildings and analysing the effect of the proposed development on the rights to light enjoyed by the neighbouring buildings using our bespoke software. Our assessment is based on a visual inspection, the information detailed above and estimates of relevant distances, dimensions and levels which are as accurate as the circumstances allow.

3 ADVICE

3.1 We set out our findings below on a property-by-property basis

3.2 47 Farringdon Road



3.2.1 This building is to the south and adjacent to the Development. The extension to the first floor is below the head of the neighbouring first floor windows but we have analysed the rooms as a safeguard. By reference to Camden's online planning portal, consent was received in March 2013 (2013/1832/P) to use the basement and ground floor as retail and first, second and third floor as offices. We have used the drawings attached to this planning application as a basis for the room layouts and uses in our model. The plans show the rear windows serve an office and a small toilet. The office is the full depth of the building and is lit from the rear windows and the windows overlooking Farringdon Road. We have analysed a room to half the depth of the building which is typically what is used in these situations and is also the worst case scenario.

3.2.2 We have analysed the first floor rooms and our results show that there is no change to the existing lit area and therefore the rooms remain adequately lit.

3.2.3 Second and third floor rooms are above the height of the Development and will remain unaffected and therefore do not require analysis.

3.3 32-38 Saffron Hill



3.3.1 This office building is to the west of the Development. The angled light to the basement and ground floor windows to the rear are adjacent to the first floor extension and the windows to the upper floors face towards the roof extension. Site inspection shows that the offices to ground floor and above appear to be the full depth of the building being also lit from the windows facing Saffron Hill. We have analysed the offices to half the depth of the building.

3.3.2 Our results show that the rooms remain adequately lit with the Development in place.

3.4 20 Farringdon Road



3.4.1 This office building is to the east of the Development. We have not obtained layouts for this property and therefore reasonable assumptions have been made as to the internal layouts and room uses based on external observations and our experience.

3.4.2 Our results show that the rooms remain adequately lit with the Development in place.

4 CONCLUSION

4.1 Our analysis shows that, based on the reasonable assumptions we have needed to make, the neighbouring properties would not suffer rights to light infringements as a result of the proposed development at 49-51 Farringdon Road.

APPENDIX A

RIGHTS TO LIGHT: A GUIDANCE NOTE

1. Introduction

A right to light is an easement and is the right to receive sufficient natural light through a defined aperture. Such apertures are generally windows, however, rooflights and doors can also acquire rights to light, the latter only if its primary purpose is to admit light into a building.

Contrary to popular belief, there is no right under English law to sunlight, a view or vista; these rights cannot be acquired as easements.

The party whose property acquires a right to light is referred to as the “dominant owner” and their property is known as the “dominant tenement”. A property over which a neighbour enjoys rights to light is known as the “servient tenement”, and the owner of that property the “servient owner”.

As a right to light is an easement, the defence of an easement of light is founded in the tort of private nuisance. Nuisance can be defined as:

“Unreasonable interference with a person’s enjoyment of their land and buildings or rights associated with such land and buildings”.

Where two properties are demised to the same owner, this is called Unity of Seisin. Easements of light cannot be acquired when this arises but may, if previously existing, be extinguished. However, it is possible for a lessee to acquire a prescriptive right over his landlord unless his lease prevents this occurrence.

2. Acquisition of a Right to Light

A right to light can be acquired by a number of different methods; however, the most common is by prescription under the Prescription Act 1832.

2.1 Prescription – The Prescription Act 1832.

This Act provides that rights to light can be obtained after twenty years uninterrupted enjoyment. The right shall be absolute and indefeasible unless it can be shown that the light is enjoyed by some express written consent or by agreement.

An interruption of the access of light, referred to in Section 3 of the Act, must last for a continuous period of one year to be valid. If an interruption is successfully established for one year, the twenty-year period of prescription must start again. The most common way of achieving an interruption is by the registration of a light obstruction notice pursuant to the Rights of Light Act 1959 (See Section 9 below).

Therefore, if it can be proven that the access of natural light to an aperture has been enjoyed continuously for a period of nineteen years and one day, then an indefeasible right to light will have been acquired, as it would no longer be possible to establish a year-long interruption during the twenty-year prescription period.

2.2 Other means of Prescription

It is still possible to obtain a right to light if it can be shown that the right has been enjoyed without interference since “the time whereof the memory of the man runneth not to the contrary”. This time is defined as 1189 and, for obvious reasons; this method of acquiring a right to light is very difficult to satisfy.

Another method of prescribing a right to light can occur when the dominant tenement has enjoyed the access of light over the servient tenement for twenty years or more and the servient owner is unable to prove that the access of light is enjoyed by permission which they can withdraw. In such cases the courts can create a legal fiction which purports that the dominant owner has been formerly granted a right to light, but the agreement has been lost (a lost modern grant) and cannot be produced. The main point of note with this method of prescription is that the dominant owner is allowed several years to bring an action, and an owner may achieve rights to light over Crown land, which is not possible under the Prescription Act 1832.

2.3 Incorporation of Existing rights

It has been established by case law that rights to light can be transferred from the windows of an older building, following its demolition, to a new building on the same site. However, the windows to the new building must be located on a similar plane and overlap in position significantly with its predecessor's windows.

As such, owners of newly constructed buildings may be able to demonstrate that the windows to their property benefit from rights to light.

2.4 Express grant or reservation.

A right to light may be created by a legal agreement between two parties, who would normally hold interests in adjoining parcels of land. In these cases, such agreements will be binding on the parcels of land themselves, and not run with the contracting parties.

2.5 Implied Grant

This method of acquisition is comparatively rare and occurs when a parcel of land is sold and the vendor retains the title of an adjoining piece of land. Any windows in the buildings sold with the land will acquire rights to light unless expressly reserved in the conveyance.

3. Method of Assessment

Case law has determined that apertures that have acquired right to light are only entitled to “...adequate light for the ordinary notions of mankind”. In 1932 it was acknowledged by an international conference on illumination that sufficient light to enable visual discrimination would equate to one lumen of light per square foot. This is the amount of light given out by a one foot candle over one square foot. The amount of sky visible through a defined aperture will determine the amount of luminosity at a particular point within a room. Therefore, the easement of light is directly related to the amount of sky visibility, which is measured on the working plane, (that is to say the level of a table-top, which is taken to be 850 mm).

The one lumen of light per square foot level of light equates to 1/500th of a standard uniform dome of overcast sky in December, which equates to 0.2% sky-factor. The consultant evaluates on plan a contour where 0.2% of the sky-factor exists at the working plane level within a room. Firstly, in relation to buildings which currently exist opposite the window being analysed, and secondly a new contour is drawn taking account of the new buildings which are proposed to be built opposite the subject window.

The method of preparing the drawings showing the sky-factor contours are known as Waldram diagrams, after their inventor, Percy Waldram. The production of these diagrams is a complicated process which is now undertaken by CAD software to produce three-dimensional models of the existing and proposed buildings and their surroundings. Specialist software is then used to calculate sky-factor contour drawings for the subject rooms so that the area of each room lit to an adequate level can be measured in both the existing and post-development conditions. This method then indicates the amount of area over which the diminution in light to the intensity of one lumen occurs, and this figure can then be put into a formula for assessing the loss in terms of monetary value.

It is generally accepted by the courts that, if less than 50% of the area of any given room has visual access to the minimum amount of sky dome at working plane level, then an unreasonable interference has occurred and a nuisance exists. This is known as the “50/50 rule”. However, in the case of *Ough -v- King [1967]* the judge decided that, even though more than 50 per cent of the room area of concern still received adequate light after the adjoining development was completed, the servient owner still caused a nuisance for which the dominant owner was entitled to a remedy. Therefore, the 50/50 rule cannot be relied on entirely, although no other appropriate technical assessment has been developed and the courts still consider technical evidence in the form of the 50/50 rule in rights to light cases.

In terms of residential property, in the case of *Deakins -v- Hookings [1994]* the judge indicated that, with residential properties, 50% could be considered as only a bare minimum and that where possible, a higher percentage of 55% should be maintained.

Where a room is already lit to less than 50% of its room area any further reductions is considered to be an injury. By reference to the case of *Deakins-v-Hookings [1994]* in which HHJ Cooke (sitting as a judge of the Mayor’s & City of London Court) said; “*in a room that is already ill-lit every bit of light is precious*” the most serious losses occur when an already poorly-lit room is reduced by more than 5%-10% of the existing amount of light received at the 0.2% standard.

4. Remedies for Interference with the Right to Light

If a dominant owner can prove to the courts that they have a right to light and that right has been subjected to unreasonable interference by a proposed development, then there are two legal remedies available: an injunction or damages.

These remedies co-exist and can both be awarded against a developer although this seldom occurs. It is not possible to positively identify which remedy a court will choose, although the case of *Shelfer -v- City of London Electric Lighting Co. [1895]* provided four tests, which, if satisfied, may result in the court awarding damages in lieu of an injunction:

- 4.1 Is the injury small?
- 4.2 Is the injury one that can be estimated in money terms?

4.3 Would a small money payment be an adequate remedy?

4.4 Would it be oppressive to the defendant to grant an injunction?

It will be appreciated that the answer to some of the above questions are subjective.

If an injunction is sought it will be one of two types:

- Prohibitory – To stop a building being erected, or;
- Mandatory – To have the obstruction removed

Both of these injunctions can be sought in two separate forms: interlocutory or permanent. An interlocutory injunction requires the dominant owner to give a cross-undertaking in costs to the servient owner. This is due to the fact that if the application is granted it will stop the design and construction process of the servient owner's development. As such, the servient owner will be incurring costs. If the court decides that the application for an injunction was not appropriate then the court could force the dominant owner to pay the servient owner's costs.

One means of avoiding providing such a cross-undertaking is for the dominant owner to seek a permanent injunction. A permanent injunction will not halt or prevent the developer from proceeding with their construction works; however, when the matter does come to court if the judge grants an injunction then the developer would have to remove the element of their building which causes the obstruction to the dominant owner's light.

It has been clearly emphasised in a number of cases that the law does not favour the idea of a servient owner (a developer) being able to purchase the rights of light acquired by the dominant owner's building. This will usually result in the developer redesigning the envelope and massing of the proposed building and/or approaching the adjoining owner to, via rights to light consultants, agree on a suitable level of compensation as a remedy for the injury. Only a developer who is convinced of his own legal position, or alternatively chooses to ignore the law, would proceed with a development which may injure the rights to light of a neighbouring property without having regard to the legal rights and remedies available to a dominant owner.

5. Compensation

Where compensation is agreed as being an appropriate remedy, the amount is calculated by reference to the area of loss between the before and after contours once the Waldram Analysis has been completed. Rights to light consultants usually weight the base loss according to where it occurs within a room. Loss within the first quarter of the existing adequately lit area (i.e. the 'front zone' or very serious loss) is given a weighting of 1.5 times the base loss. The next quarter, (i.e. the '1st zone' or serious loss) is given a weighting 1.0 times the base loss. The next quarter, (i.e. the '2nd zone' or fairly important loss) is given a weighting 0.5 times the base loss. The last quarter (i.e. the 'makeweight zone' or not very important loss) is given a weighting 0.25 times the base loss.

Adding these weighted areas together give what is called the equivalent first zone ('EFZ') loss. It is this EFZ loss (rather than the base loss) that then forms the basis for calculating compensation figures. Rights to light compensation is typically based upon the diminution in value that will be caused to the affected property as a result of the proposed development. When dealing with commercial property rights to light surveyors generally adopt a traditional valuation approach using the following formula:

Area x value x YP = base 'book value'

where,

Area = the area of EFZ light loss

Value = (an appropriate portion of the current market rent that reflects the value of the direct natural light)

YP = appropriate Year's Purchase multiplier (i.e. the inverse of the current market yield for the property)

This method of valuation is slightly different to that used for investment purposes, in that the rental figure attributable to light is unlikely to be large and is generally taken as a uniform figure over the building. Most rights to light consultants would usually take a maximum value of £5.00 per square foot (psf) for property in London as a portion of the rent that relates to light.

In addition, where losses might be regarded as technically actionable, it is usual to offer a financial inducement over and above the "book value" of compensation to recognise the negotiating position of the injured party and also to reflect the costs that may otherwise be incurred if the matter was pursued through the Courts. This case law 'enhancement' can then be added to the book value as a multiplier of between one and four times depending on the extent of the injury. In any event, compensation is calculated on the basis of a freeholder in possession. Where tenants have the benefit of rights of light under the terms of their lease, then the monies are divided amongst them having regard to the unexpired term of their lease and the date of the next rent review.

A further method of assessing compensation based on a share of the profits in the element of the proposed scheme which causes the rights to light injury is also regularly invoked following the *Tamares (Vincent Square) Limited v Fairpoint Properties (Vincent Square) Limited* [2007] case. This case provided guidance as to how the Court may quantify damages in right of light cases. In the *Tamares* case, the judge concluded that:

- An overall principle is that the court should attempt to discover what would be a 'fair' result of a hypothetical negotiation between the parties.
- The owner of the right will normally be expected to receive some part of the likely profit from the commercial development.
- If there is no evidence of the likely size of the profit, the Court can do its best by awarding a suitable multiple of the damages for loss of light.
- If there is evidence of the likely size of the profit, the Court would normally award a sum that takes into account a fair percentage of the profit.
- The size of the award should not, in any event, be so large that the development (or relevant part) would not have taken place had such a sum been payable.
- After arriving at a figure that takes into consideration all relevant factors, the Court needs to consider whether the deal "feels right".

In the *Tamares* case, the judge suggested that a third share of the profit would be reasonable and not sufficiently high to put-off the developer from proceeding with the development.

6. Preventing the Acquisition of a Right to Light

As described above, a dominant owner will acquire a prescriptive right to light if access to light over a neighbouring property is enjoyed uninterrupted for twenty years (unless access to the light has been enjoyed by written consent or agreement) under the Prescription Act 1832.

To prevent the easement being acquired, the servient owner must either:

- a) Obtain the dominant owner's agreement in writing that the access of light is enjoyed with the servient owner's permission; or
- b) Interrupt the enjoyment of the light for at least a year and with the knowledge of the dominant owner.

The latter method can be undertaken by either erecting an opaque structure in front of the dominant owner's windows, or more commonly, by registering a light obstruction notice under the Rights of Light Act 1959. The light obstruction notice is registered with the local authority as a Local Land Charge for a period of one year and has the effect of raising a "notional screen" along the boundary of the concerned party, usually of an unlimited height, which in theory would prevent any light from being received by the neighbour's windows. In order to afford the dominant owner the chance to object to the light obstruction notice, a notice can only be formally registered once the Registrar of the Upper Tribunal (Lands Chamber) has issued a certificate. This states that the Registrar is satisfied that adequate publicity (by notice or advertisement) has been given to those likely to be affected.

When the light obstruction notice expires at the end of the one-year period, the interruption will be complete and the dominant owner's windows must start to acquire their rights to light from day one of the twenty-year prescription period. If the servient owner is to continue to defeat the acquisition of a right to light in perpetuity, light obstruction notices would need to be submitted at maximum intervals of nineteen years.

If the dominant owner can prove that he already has a right to light, then they must, within one year of its registration, either persuade the servient owner to cancel the light obstruction notice from the Local Land Charges Registry (using Form B) or issue legal proceedings.

Light Obstruction Notices can be used as part of a negotiation strategy. If Light Obstruction Notices are successfully registered against properties which currently enjoy a right to light the owners of the property will be deemed to have consented to an interruption in their light and the prescription period would need to start again. Therefore, they would 'lose' their right to light. As detailed above, these notices need to be registered for a year to take effect and, as a consequence, their use needs to be considered as early as possible in a development programme.

If successfully registered, the use of Light Obstruction Notices can reduce the number of adjoining owners with whom negotiations are required and consequently the quantum of compensation. Their use can, however, limit the ability of a developer to obtain rights to light insurance against claims from owners of the relevant properties.

7. The Local Authority and Section 237 of the Town and Country Planning Act 1990

Section 237 of the above Act is a very useful tool in protecting the development potential of sites. Essentially, it allows a local authority to override all easements and contracts to ensure that a development can be implemented. Section 237, including the amendments legislated within the Planning Act 2008, states:

'(1) Subject to subsection (3), the erection, construction or carrying out or maintenance of any building or work on land which has been acquired or appropriated by a local authority for planning purposes (whether done by the local authority or by a person deriving title under them) is authorised by virtue of this section if it is done in accordance with planning permission, notwithstanding that it involves:

- (a) interference with an interest or right to which this section applies, or
- (b) a breach of a restriction as to the user of land arising by virtue of a contract.
- (1A) Subject to subsection (3), the use of any land in England which has been acquired or appropriated by a local authority for planning purposes (whether the use is by the local authority or by a person deriving title under them) is authorised by virtue of this section if it is in accordance with planning permission given if the use involves –
 - (a) interference with an interest or right to which this section applies, or
 - (b) a breach of a restriction as to the user of land arising by virtue of a contract.
- (2) Subject to subsection (3), the interests and rights to which this section applies are any easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support ...'

The local authority must clearly demonstrate that they have 'acquired and appropriated' the land for 'planning purposes'; the owners of the neighbouring properties are then unable to obtain injunctions to prevent the development proceeding. However, they are still able to claim compensation for injuries caused, although this would be calculated on the 'injurious affectation' measure, i.e. the diminution in value of the affected building.

It is essential that the site is correctly appropriated by the local authority in accordance with Section 122 of the Local Government Act 1972. If the local authority already own the land, then they would need to show that it is correctly appropriated for the purpose now intended, or else the local authority has to take an interest in the land. Any subsequent successors in Title would then have the benefit of the Section 237 powers.

It is worth noting that, if the developer does not pay compensation to any claimants, the local authority become liable. It is also worth noting that the local authority need to be able to justify appropriation under the Human Rights Act, as the matter could be challenged by a Judicial Review. It is essential that legal advice is taken whenever Section 237 could be relevant, particularly with regard to the definition of a 'local authority'.

Section 336 of the Town & Country Planning Act 1990 defines a local authority as follows:

'local authority' (except in Section 252 and subject to subsection (10)) means –

- (a) a charging authority, a precepting authority (except the Receiver for the Metropolitan Police District), a combined policy authority or a combined fire authority, as those expressions are defined in Section 144 of the Local Government Finance Act 1988;
- (b) a levying body within the meaning of Section 74 of that Act; and
- (c) a body as regards which Section 75 of that Act applies; and includes any joint board or joint committee if all the constituent authorities are local authorities within paragraph (a), (b) or (c).'

It should be noted that the legislation is not intended to deprive people of their legal rights. Rather, it aims to facilitate worthwhile development whilst providing any effected neighbours with a statutory mechanism for valuing and compensating any claimants for the effect on their properties.

8. Insurance

Rights to Light Insurance Policies are available against the risk posed by these issues. These can cover the range of potential costs and diminution in value associated with a legal claim and any consequential loss. The extent of coverage will vary but will typically include a combination of the cost of any settlements, damages or abortive costs incurred should the development be permanently halted by the courts.

However, these policies are usually predicated on their being no contact whatsoever with the relevant adjoining owners to the development. They can also require any Party Wall Awards to have been completed before the policy is issued and can also be unavailable if complaints of loss of light are received during the planning process.

The Insurance option is not without risk as insurance will not prevent a neighbour taking legal action.

9. Negotiation




If successful, negotiation provides the most certain option as it will release a developer from any claims and allow them to develop their property without any risk from these issues. Such negotiations are, however, time-consuming to complete and can be costly.

APPENDIX B

DRAWINGS



INFORMATION USED IN ANALYSIS:
 Amin Taha proposed and existing drawings received on 22 September 2015

PLAN KEY:
 Surrounding Buildings and Structures
 Analysed Buildings
 Existing Building on Site

SITE KEY:

PROJECT:
 49-51 Farringdon Road
 London
 EC1

CLIENT:
 Andrew Kirk Management Ltd

DRAWING TITLE:
 Existing Site Plan

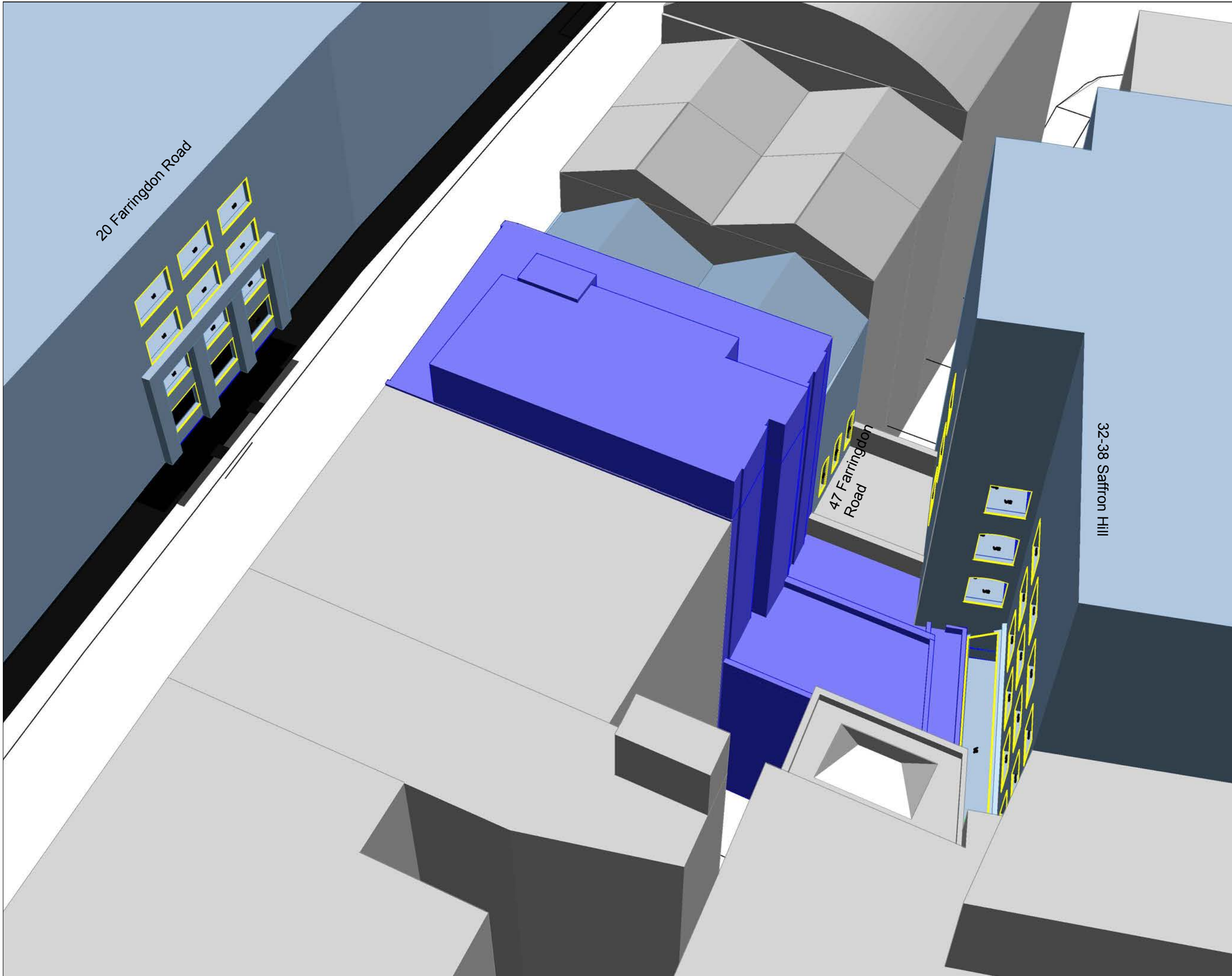
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DATE: 14/10/2015
DRAWN BY: PS




SCALE: NTS

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PLAN KEY:
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 Analysed Buildings
 Existing Building on Site

SITE KEY:

PROJECT:
 49-51 Farringdon Road
 London
 EC1

CLIENT:
 Andrew Kirk Management Ltd

DRAWING TITLE:
 Existing 3D Views

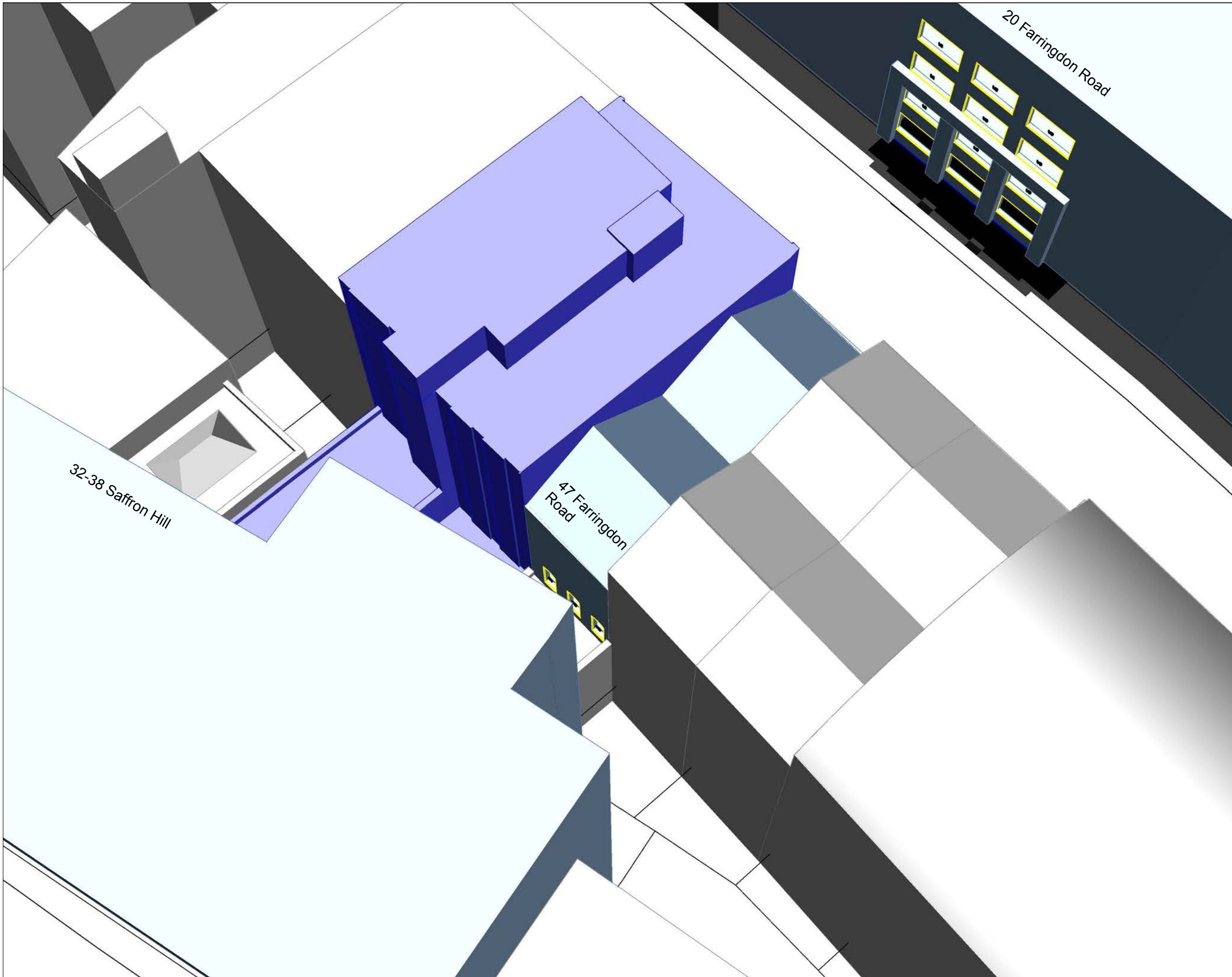
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PROJECT:
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 London
 EC1

CLIENT:
 Andrew Kirk Management Ltd

DRAWING TITLE:
 Existing 3D Views

PROJECT NO:	ISS NO:	DRAWING NO:	REVISION:
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Amin Taha proposed and existing drawings received on 22 September 2015

- PLAN KEY:**
- Surrounding Buildings and Structures
 - Analysed Buildings
 - Proposed Building on Site

SITE KEY:

PROJECT:
49-51 Farringdon Road
London
EC1

CLIENT:
Andrew Kirk Management Ltd

DRAWING TITLE:
Proposed Site Plan

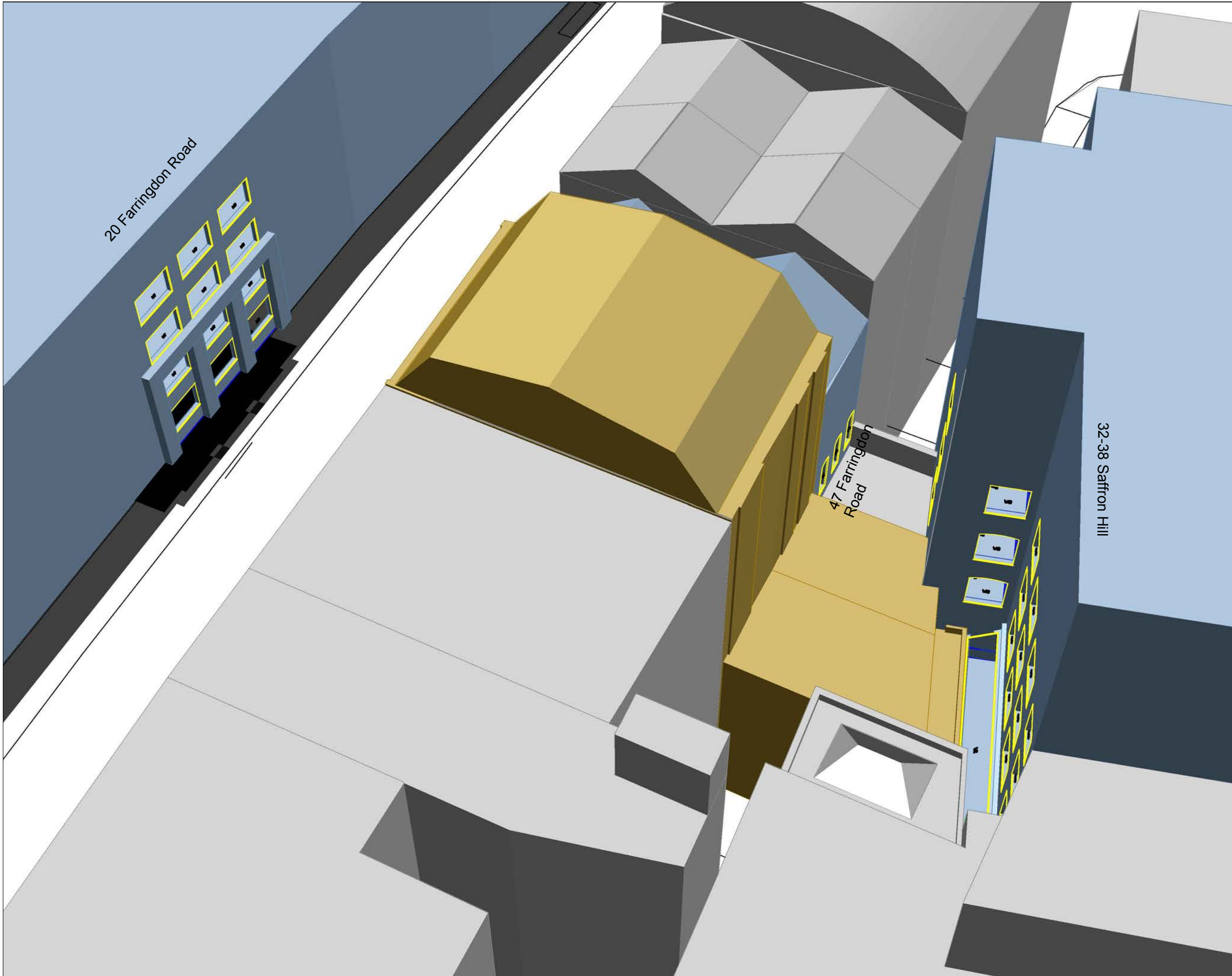
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SITE KEY:

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CLIENT:
 Andrew Kirk Management Ltd

DRAWING TITLE:
 Proposed 3D Views

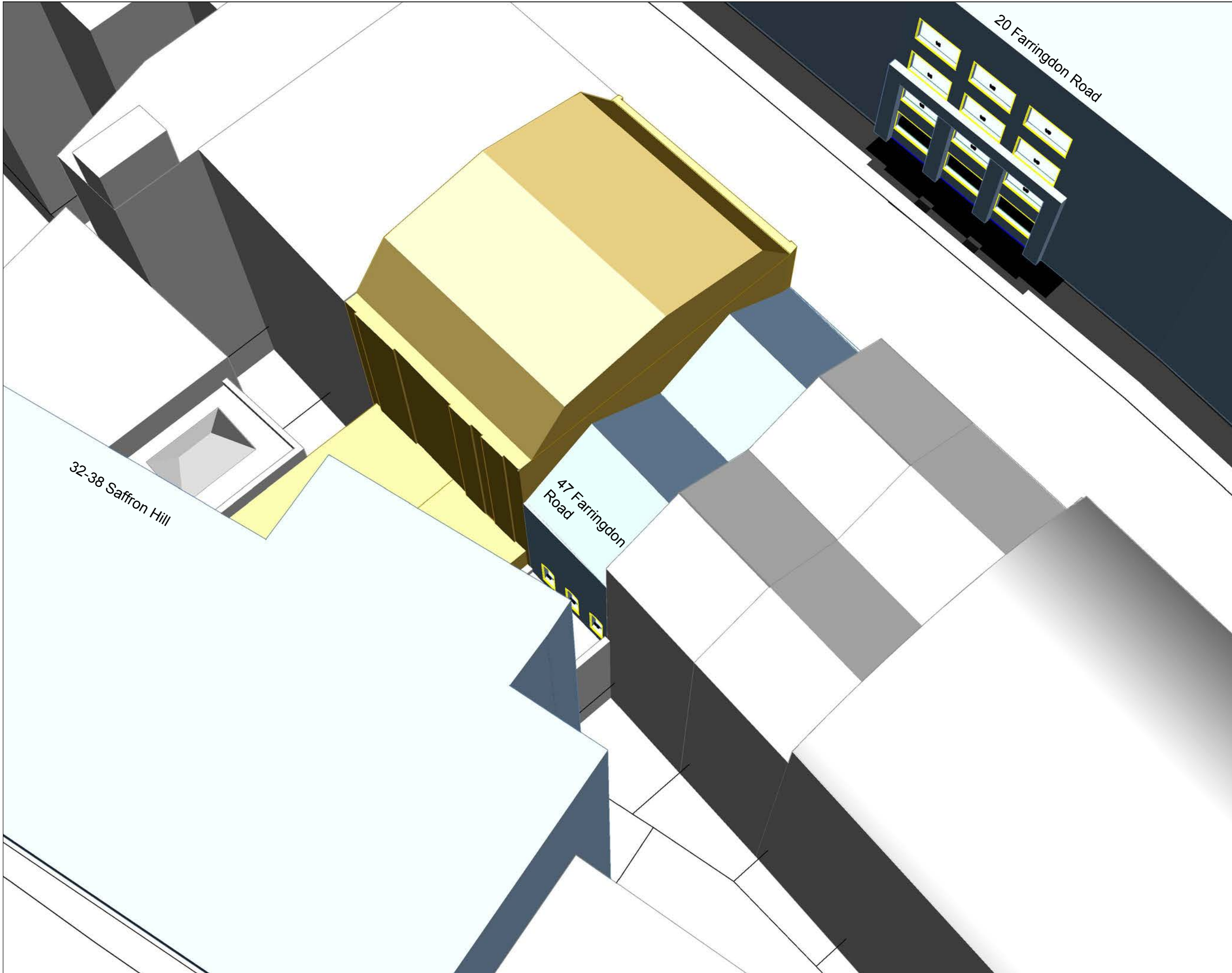
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PROJECT:
 49-51 Farringdon Road
 London
 EC1

CLIENT:
 Andrew Kirk Management Ltd

DRAWING TITLE:
 Proposed 3D Views

PROJECT NO:	ISS NO:	DRAWING NO:	REVISION:
J034599	01	006	-

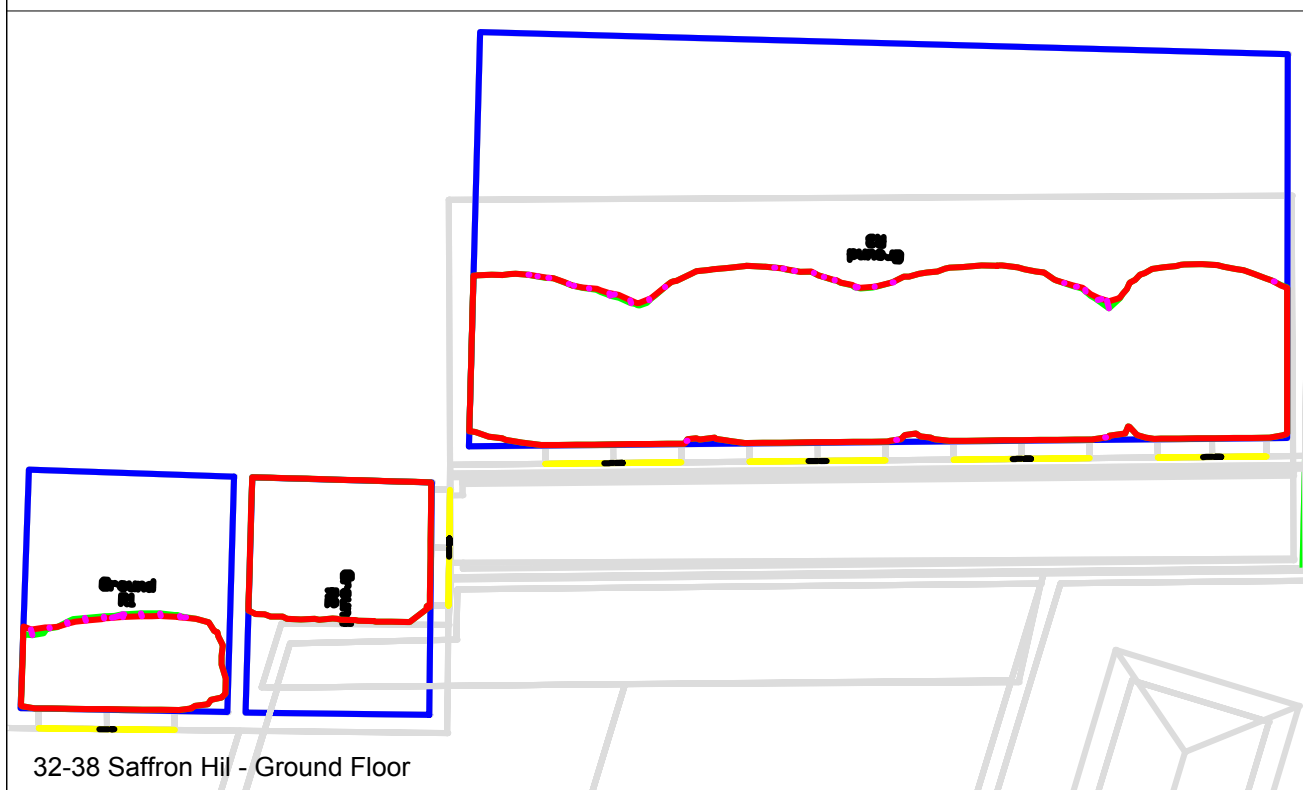
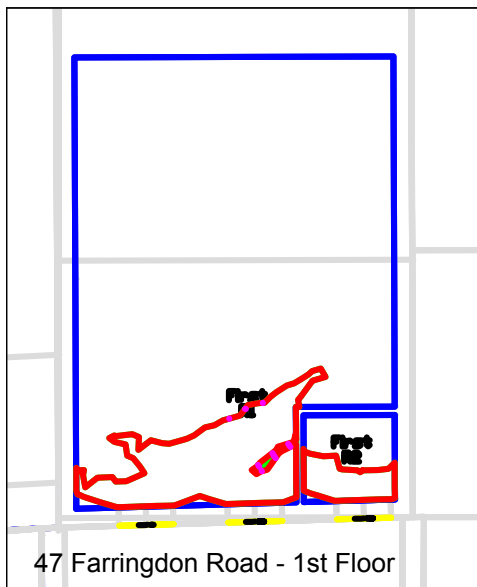
DATE:	DRAWN BY:
14/10/2015	PS






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INFORMATION USED IN ANALYSIS:
Amin Taha proposed and existing drawings received on 22 September 2015



- PLAN KEY:**
-  Surrounding Buildings and Structures
 -  Room Layout
 -  Existing Contour
 -  Proposed Contour
 -  Area of Loss/Gain



PROJECT:
49-51 Farringdon Road
London
EC1

CLIENT:
Andrew Kirk Management Ltd

DRAWING TITLE:
Rights to Light Contours

PROJECT NO:	ISS NO:	DRAWING NO:	REVISION:
J034599	01	101	-






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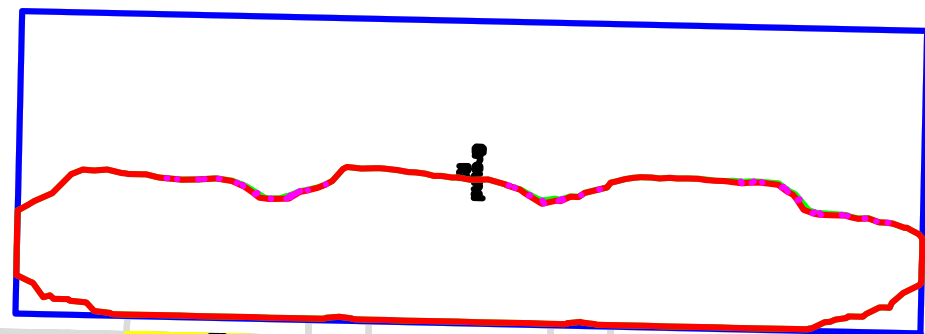
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DATE: 14/10/2015
DRAWN BY: PS

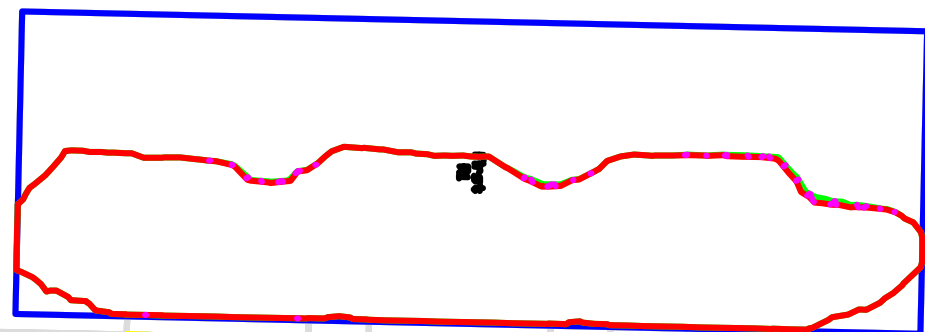
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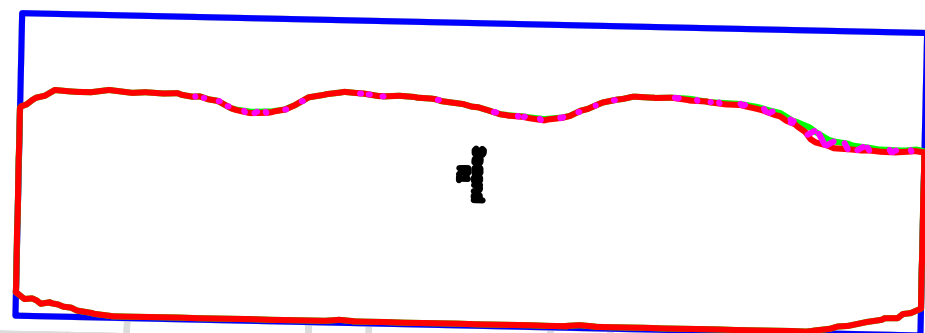
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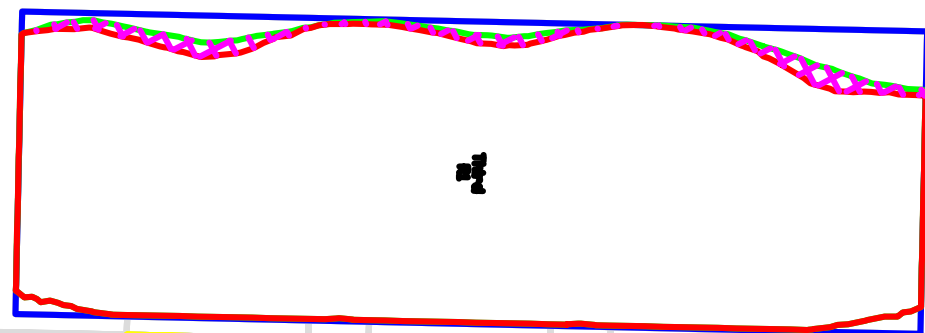
20 Farringdon Road - Ground



20 Farringdon Road - First



20 Farringdon Road - Second



20 Farringdon Road - Third

APPENDIX C

EFZ SPREADSHEET

Floor	Room Ref.	Room Use		Room Area	Lit Area Existing	Front Zone	First Zone	Second Zone	MKWT Zone	Lit Area Proposed	Total Area Lost	Front Loss	First Loss	Second Loss	MKWT Loss	EFZ m ²	EFZ Sq Ft
47 Farringdon Road																	
First	R1	Office	Area m2	36.40	4.11	4.11	0.00	0.00	0.00	4.05	0.06	0.06	0.00	0.00	0.00		
			% of sector			45.18%	0.00%	0.00%	0.00%								
			% of sector			11.29%	0.00%	0.00%	0.00%								
			Factored Area % of room							11%		0.10	0.00	0.00	0.00	0.10	1.05
First	R2	WC	Area m2	2.13	0.86	0.53	0.33	0.00	0.00	0.86	0.00	0.00	0.00	0.00	0.00		
			% of sector			100.00%	61.24%	0.00%	0.00%								
			% of sector			25.00%	15.31%	0.00%	0.00%								
			Factored Area % of room							40%		0.00	0.00	0.00	0.00	0.00	0.00
Total EFZ																0.10	1.05

32-38 Saffron Hill																	
Basement	R1	Commercial	Area m2	83.63	42.14	20.91	20.91	0.32	0.00	42.46	-0.32	0.00	0.00	0.00	-0.32		
			% of sector			100.00%	100.00%	1.54%	0.00%								
			% of sector			25.00%	25.00%	0.38%	0.00%								
			Factored Area % of room							51%		0.00	0.00	0.00	-0.08	0.00	0.00
Ground	R1	Commercial	Area m2	13.34	4.80	3.33	1.47	0.00	0.00	4.76	0.04	0.00	0.04	0.00	0.00		
			% of sector			100.00%	44.11%	0.00%	0.00%								
			% of sector			25.00%	11.03%	0.00%	0.00%								
			Factored Area % of room							36%		0.00	0.04	0.00	0.00	0.04	0.46
Ground	R2	Commercial	Area m2	11.62	6.84	2.91	2.91	1.03	0.00	6.84	0.00	0.00	0.00	0.00	0.00		
			% of sector			100.00%	100.00%	35.34%	0.00%								
			% of sector			25.00%	25.00%	8.84%	0.00%								
			Factored Area % of room							59%		0.00	0.00	0.00	0.00	0.00	0.00
Ground	R3	Commercial	Area m2	88.63	36.29	22.16	14.13	0.00	0.00	36.37	-0.08	0.00	-0.08	0.00	0.00		
			% of sector			100.00%	63.77%	0.00%	0.00%								
			% of sector			25.00%	15.94%	0.00%	0.00%								
			Factored Area % of room							41%		0.00	-0.08	0.00	0.00	0.00	0.00
First	R1	Commercial	Area m2	13.34	9.62	3.33	3.33	2.95	0.00	9.15	0.47	0.00	0.00	0.00	0.47		
			% of sector			100.00%	100.00%	88.61%	0.00%								
			% of sector			25.00%	25.00%	22.15%	0.00%								
			Factored Area % of room							69%		0.00	0.00	0.00	0.12	0.12	1.27
First	R2	Commercial	Area m2	11.62	6.94	2.91	2.91	1.13	0.00	6.94	0.00	0.00	0.00	0.00	0.00		
			% of sector			100.00%	100.00%	38.97%	0.00%								
			% of sector			25.00%	25.00%	9.74%	0.00%								
			Factored Area % of room							60%		0.00	0.00	0.00	0.00	0.00	0.00
First	R3	Commercial	Area m2	88.63	54.86	22.16	22.16	10.54	0.00	54.97	-0.11	0.00	0.00	0.00	-0.11		
			% of sector			100.00%	100.00%	47.57%	0.00%								
			% of sector			25.00%	25.00%	11.89%	0.00%								
			Factored Area % of room							62%		0.00	0.00	0.00	-0.03	0.00	0.00
Second	R1	Commercial	Area m2	13.34	13.07	3.33	3.33	3.33	3.06	12.21	0.86	0.00	0.00	0.00	0.86		
			% of sector			100.00%	100.00%	100.00%	91.90%								
			% of sector			25.00%	25.00%	25.00%	22.98%								
			Factored Area % of room							92%		0.00	0.00	0.00	0.21	0.21	2.31
Second	R2	Commercial	Area m2	11.62	7.02	2.91	2.91	1.20	0.00	7.02	0.00	0.00	0.00	0.00	0.00		
			% of sector			100.00%	100.00%	41.45%	0.00%								
			% of sector			25.00%	25.00%	10.36%	0.00%								
			Factored Area % of room							60%		0.00	0.00	0.00	0.00	0.00	0.00
Second	R3	Commercial	Area m2	88.63	83.78	22.16	22.16	22.16	17.31	83.41	0.38	0.00	0.00	0.00	0.38		
			% of sector			100.00%	100.00%	100.00%	78.12%								
			% of sector			25.00%	25.00%	25.00%	19.53%								
			Factored Area % of room							94%		0.00	0.00	0.00	0.09	0.09	1.01
Total EFZ																0.47	5.06

20 Farringdon Road																	
Ground	R1	Commercial	Area m2	74.84	32.25	18.71	13.54	0.00	0.00	32.13	0.12	0.00	0.12	0.00	0.00		
			% of sector			100.00%	72.39%	0.00%	0.00%								
			% of sector			25.00%	18.10%	0.00%	0.00%								
			Factored Area % of room							43%		0.00	0.12	0.00	0.00	0.12	1.33
First	R1	Commercial	Area m2	74.84	36.75	18.71	18.04	0.00	0.00	36.58	0.18	0.00	0.18	0.00	0.00		
			% of sector			100.00%	96.44%	0.00%	0.00%								
			% of sector			25.00%	24.11%	0.00%	0.00%								
			Factored Area % of room							49%		0.00	0.18	0.00	0.00	0.18	1.92
Second	R1	Commercial	Area m2	74.84	52.93	18.71	18.71	15.51	0.00	52.70	0.23	0.00	0.00	0.00	0.23		
			% of sector			100.00%	100.00%	82.90%	0.00%								
			% of sector			25.00%	25.00%	20.72%	0.00%								
			Factored Area % of room							70%		0.00	0.00	0.00	0.06	0.06	0.63
Third	R1	Commercial	Area m2	74.84	69.82	18.71	18.71	18.71	13.69	68.06	1.75	0.00	0.00	0.00	1.75		
			% of sector			100.00%	100.00%	100.00%	73.15%								
			% of sector			25.00%	25.00%	25.00%	18.29%								
			Factored Area % of room							91%		0.00	0.00	0.00	0.44	0.44	4.72
Total EFZ																0.80	8.59

APPENDIX D

TERMS OF BUSINESS - BUILDING CONSULTANCY INSTRUCTIONS

- 1 In this Agreement:
 - "GLH" means GL Hearn Limited (registered in England & Wales under company number 3798877, registered office at 280 High Holborn, London, WC1V 7EE);
 - "Client" means the client for whom GLH is to carry out the Services;
 - "Parties" means GLH and the Client together and "Party" shall be construed accordingly;
 - "Services" means the services or any part thereof to be carried out by GLH for the Client;
 - "Charges" means the charges to be levied by GLH to the Client for the Services;
 - "Intellectual Property" means all drawings, software, reports, specification, bills of quantities, calculations and other documents and information prepared by or on behalf of GLH in connection with the Services;
 - "Agreement" means the contract between the Parties evidenced by a written quotation or estimate from GLH to the Client, identifying the Services and the Charges and any other relevant matters pertaining to the Services, and incorporating these standard general terms of appointment.
- 2 References to persons shall include reference to firms, corporations and unincorporated associations and vice-versa; references to statutes shall be taken to include reference to any modification, amendment or re-enactment of the statute in force.
- 3 Any alteration to the terms of this Agreement shall only be effective if agreed by GLH.
- 4 This Agreement is the entire agreement between the Parties with respect to the Services and, save for a statement made fraudulently, the Parties accept that they are to have no rights or liabilities in respect of pre-contractual statements.
- 5 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 6 The benefit of this Agreement may be assigned only with GLH's express written consent the giving of which shall be at GLH's absolute discretion.
- 7 This Agreement shall be governed by and construed in accordance with English Law and be subject to the non-exclusive jurisdiction of the English Courts.
- 8 GLH shall carry out the Services using reasonable skill and care and in doing so shall be entitled to rely on information provided by the Client or on the Client's behalf.
- 9 The Client shall provide or procure the provision of all necessary safety information, access and assistance to GLH in the carrying out of the Services and provide free of charge to GLH all data, reports, plans, drawings and other information (whether or not contained in documents) which pertain to the Services.
- 10 In the event that there is a material alteration in the Services and/or GLH are prevented from or delayed in undertaking the Services by reasons beyond their reasonable control, GLH shall be entitled to payment by the Client of their reasonable charges caused as a result of such alteration, prevention or delay and such charges will be added to the Charges payable in accordance with this Agreement.
- 11 Nothing in this Agreement shall restrict GLH's liability:
 - 11.1 to the extent that the Unfair Contract Terms Act 1977 prohibits GLH from excluding or restricting such liability for death or personal injury; or
 - 11.2 for fraud.
- 12 GLH shall not be liable for:
 - 12.1 any indirect, economic or consequential loss;
 - 12.2 any loss of profit;
 - 12.3 loss of use or loss or corruption of data or information;
 - 12.4 property damage;
 - 12.5 loss of anticipated savings; or
 - 12.6 depletion of goodwill, reputation or similar losses. arising from or in connection with this Agreement or the project to which it relates.
- 13 GLH will not be held liable for any delay or failure to fulfil GLH's obligations under this Agreement as a result of causes beyond GLH's reasonable control or as a result of GLH terminating this Agreement or suspending the Services pursuant to any term of this Agreement.
- 14 Where in the course of the Services GLH engages any testing laboratory for the analysis of samples or otherwise GLH shall engage such testing laboratory as agent for the Client and GLH shall not be responsible for any act or omission or breach of duty or failure to perform or negligence by or of such testing laboratory.
- 15 The Client delegates authority to GLH as its agent to appoint third parties (where necessary) on behalf of the Client to provide services (including archaeological investigation services) connected with the project or as necessary for the discharge by GLH of the Services. GLH shall have no liability for the actions of such third parties.
- 16 Save as above the total aggregate liability of GLH and/or its officers, directors, employees and subcontractors under or in connection with this Agreement whether in contract, tort, breach of statutory duty or otherwise shall be limited to the lower of (i) such sum as GLH ought reasonably to pay having regard to its responsibility for the total loss or damage suffered by the Client on the basis that all other consultants, contractors or suppliers whose acts, omissions, services or advices have caused or contributed to the said loss or damage shall be deemed to have paid to the Client such contribution as it would be just and equitable for them to pay having regard only to the extent of their responsibility and ignoring any limitations of liability that may be incorporated into their contracts with the Client or with any other party, (ii) ten times the Charges (iii) one million pounds sterling.
- 17 The parties agree and acknowledge that the clauses above relating to limitation of liability satisfy the requirement of reasonableness as set out in the Unfair Contract Terms Act 1977 and further satisfy such other equivalent applicable requirement imposed by operation of the project to which this Agreement relates.
- 18 The limits of liability set out in this Agreement shall continue to bind the Client notwithstanding any termination of this Agreement.
- 19 The liability of GLH and/or its officers, directors, employees and subcontractors under or in connection with this Agreement arising from or in connection with asbestos, pollution or contamination and whether in contract, tort, breach of statutory duty or otherwise, is excluded.
- 20 GLH shall be under no obligation to provide collateral warranties or letters of reliance.
- 21 All Intellectual Property shall remain vested in GLH and GLH shall not be liable for the use by any person of Intellectual Property for any purpose other than that for which it was prepared. Provided that all sums due from the Client to GLH however arising and whether relating to this Agreement or any other have been paid, GLH grants a royalty free licence to the Client to use and to reproduce Intellectual Property in connection with the Services.
- 22 Until all sums due from the Client to GLH however arising and whether relating to this Agreement or any other have been paid GLH shall be entitled to a lien over all of the Client's documents in GLH's possession.
- 23 GLH shall be permitted to issue invoices monthly. Any invoice issued by GLH further to this Agreement shall be due and owing upon receipt and time shall be of the essence in relation to payment. If an invoice or any balance of an invoice remains outstanding after 28 days from the invoice date the following sums shall be payable in addition at GLH's option:

- 23.1 a fixed sum calculated in accordance with s.5A, Late Payment of Commercial Debts (Interest) Act 1998 (as amended);
- 23.2 interest from the date of invoice at the rate of 1.5% per month, compounded on a monthly basis, both before and after judgment; and
- 23.3 the full amount of GLH's administrative and other costs incurred in recovering any unpaid sum including legal costs and disbursements on an indemnity basis.
- 24 The Client shall have no right of set-off in any circumstances and:
- 24.1 all sums due to the GLH in respect of this Agreement shall be paid in full without deduction save only for any deductions or withholdings required by law; and
- 24.2 if any deductions or withholdings are required by law the Client shall pay to GLH such further sums as will ensure that the aggregate of the sums paid or payable under this Agreement shall, after deducting all such deductions or withholdings, leave GLH with the same amount as it would have been entitled to receive under this Agreement in the absence of any such deductions or withholdings.
- 25 GLH may terminate this Agreement by giving at least 30 days' notice in writing to the Client in which event GLH shall be entitled to payment of that proportion of the Charges that relates to the Services performed up to the date of expiry of the notice to terminate.
- 26 GLH may terminate this Agreement or suspend the Services (at its option) with immediate effect if GLH's discharge of the Services is prevented or frustrated by any cause beyond GLH's reasonable control or in GLH's reasonable opinion the health and/or safety of its staff is put at risk and/or as a consequence of adherence to any British Foreign Office recommendation.
- 27 GLH may suspend or terminate this Agreement with immediate effect without notice if the Client is in breach of any part of it or is subject to or instigates insolvency proceedings of any type or if GLH reasonably believes that the Client is or will be unable to pay its debts as they fall due. If GLH suspends or terminates this Agreement for such a reason the Client will not be entitled to make any claim against GLH in respect of such suspension or termination and the Client will remain liable to GLH in respect of all sums due.
- 28 Where a change in VAT liability is to be applied retrospectively, and if requested to do so by the Client (who will be responsible for reimbursing, on demand, GLH's reasonable costs) and (after taking account of any sums potentially payable to HMRC on account of claims to recover VAT input tax) a claim for repayment of overpaid tax will overall result in GLH recovering a larger sum from HMRC than it is potentially liable to pay HMRC, GLH shall submit a claim to HMRC for a refund of VAT charged in respect of the relevant Services already supplied, less additional VAT due to HMRC as a result of the decrease in GLH's input VAT recovery. The amount of VAT refunded to the Client shall be limited to the amount GLH receives from HMRC.
- 29 The Charges do not include any amount arising in respect of VAT (or other applicable taxes), which, if applicable, shall be payable by the Client and added to such Charges at the rate in force at the time that they become due.
- 30 Any delay, waiver or abrogation by GLH in enforcing any aspect of this Agreement will not affect or restrict any of GLH's rights under this Agreement.
- 31 The Client shall indemnify GLH against any costs claims liabilities and expenses incurred by GLH arising from the transfer of any employees due to operation of law in connection with this Agreement or the Services.
- 32 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 33 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 34 Both parties shall keep confidential, and shall not without the other's written consent disclose to any third party, any trade or business secrets or other confidential information supplied by the disclosing party except as shall be absolutely necessary for the proper performance of this Agreement or compliance with statutory obligations. The Client shall consult with GLH immediately in the event of a request for information under any applicable statutory provision which may affect GLH or the subject matter of this Agreement.
- 35 The Client shall comply with all relevant statutory or other legal obligations in relation to the project to which the Services relate including (where applicable) its duties under the Construction Design and Management Regulations 2015 to allocate adequate resources and provide pre-construction information to consultants and (where applicable) to appoint a Principal Designer.
- 36 The Client acknowledges that GLH is committed to and operates a business management system, which incorporates environmental management processes and procedures in compliance with the requirements of ISO 14001.
- 37 The Client shall:
- 37.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements") together with GLH's Ethics, Anti-bribery and Anti-corruption Policies any relevant industry code on anti-bribery, in each case as the GLH or the relevant industry body may update them from time to time ("Relevant Policies");
- 37.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 37.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies, and will enforce them where appropriate;
- 37.4 promptly report to the GLH any request or demand for any undue financial or other advantage of any kind received by the Client either from GLH or otherwise in connection with the performance of this Agreement or the project to which it relates and immediately notify GLH (in writing) if a public official in any jurisdiction becomes an officer or employee of the Client or acquires a direct or indirect interest in the Client (and the Client warrants that it has no public officials in any jurisdiction as officers, employees or direct or indirect owners at the date of the Agreement).
- 38 Breach of clause 37 above shall be deemed a material breach of this Agreement.
- 39 In the event the Services continue for more than 12 months, the Charges shall be subject to an increase-only annual adjustment on each anniversary of the commencement of the Agreement in accordance with the Average Weekly Earnings index as published by the Office for National Statistics.

APPENDIX E

SCOPE OF SERVICE: RIGHTS TO LIGHT

Scope of service: rights to light

Stages of Involvement and Typical Activities when Advising a Developer

Stage One Services

- Appraising any relevant legal documents which are provided relating to the title of the property and rights to light and advising on the implication of the documents on the proposed development.
- Studying the architect's drawings for the proposed development.
- Undertaking an inspection of the site/property to establish the relationship with the adjoining buildings.
- Advising on the acquisition of rights to light by the apertures in the adjoining properties and the possibility of interference with these rights by the proposed development.
- Advising on the use of light obstruction notices to prevent neighbouring properties acquiring rights to light.

Stage Two Services

- Desk-top research on the internal arrangements of the neighbouring properties from publicly-accessible data.
- Preparing a three-dimensional computer model, analysing the effect of the proposed development using our bespoke software and producing sky-factor contour plans of the affected rooms in the adjoining buildings and results spreadsheets. N.B. At this juncture, depending on the results of the above research, assumptions may need to be made on the internal layouts of the neighbouring buildings. We will need to be provided with electronic copies of land survey information on the existing building(s) on the site, adjoining buildings and their fenestration and the architect's drawings in AutoCAD files. If the required survey information is unavailable we may need to obtain Z-Mapping data to ensure accurate analysis and the cost of this data will be added to our disbursements.
- Calculating the area of light loss and reporting on the above and the likelihood of the affected neighbours obtaining an injunction and/or the possible levels of compensation payable.

Stage Three Services

- Inspecting any available plans of adjoining properties at the local authority planning department.
- Arranging access and recording measured surveys of the affected rooms in the neighbouring properties. Amending our analysis as necessary to account for any difference in the assumed and recorded internal layouts and reporting on the results.
- Preparing cutback analysis to illustrate design changes required to ameliorate any injuries to adjoining buildings.
- Analysing further designs.
- Establishing the identity of the parties with interests in the adjoining properties.
- Preparation of opening letters to the owners of the adjoining properties to commence discussions regarding rights to light.

- Preparation of a combined directory of adjoining owners and status report.
- Dealing with responses to the opening letters and, if required, arranging for the appointment of rights to light consultants by the adjoining neighbours.
- Negotiating with the adjoining owners and their consultants as necessary to reach settlement.
- Liaising with and assisting your solicitors in the preparation of the necessary deeds/agreements to regularise the settlement.
- Briefing and liaising with insurers

On-Going Services

- Attending meetings as required.
- Liaison and correspondence with the project team; on-going advice.
- Updating the status report to advise on progress.

Typical Activities when Advising an Adjoining Owner

- Appraising any relevant legal documents relating to the title of the property and rights to light and advising on the implication of the documents on the proposed development.
- Studying the architect's drawings for the proposed development.
- Undertaking an inspection of the site/property to establish the relationship with the development site.
- Advising on the acquisition of rights to light by the apertures in your property and the possibility of interference with these rights by the proposed development.
- Preparing letters to the developer and their consultants setting out your objection to the interference with your right to light.
- Undertaking a technical check of the analysis of the proposed development's effect on your property provided by the developer's rights to light consultant using our bespoke software and advising on the results.
- Advice on the extent of the injury to your light caused by the proposed development and whether an injunction or compensation would be an adequate remedy.
- Negotiation with the developer's rights to light consultant to agree on an appropriate settlement.
- Liaising with and assisting your solicitors in the preparation of the necessary deeds/agreements to regularise the settlement.
- Advice on light obstruction notices received under the Rights of Light Act 1959.