

FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	:	BIR/00CN/LDC/2024/0018
Properties	:	Various Properties in the ownership of Midland Heart Ltd as Landlord
Applicant	:	Midland Heart Ltd
Representative	:	Trowers & Hamlin LLP
Respondents	:	The 376 lessees listed in the Appendix to this decision
Representatives	:	None
Type of application	:	An application under section 20ZA of the Landlord and Tenant Act 1985 for the dispensation of the consultation requirements in respect of qualifying works
Tribunal member	:	Judge C Goodall Regional Surveyor V Ward FRICS
Date and place of hearing	:	Paper determination
Date of decision	:	13 December 2024

DECISION

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Decision

We **determine** that the Application is granted. The Applicant may dispense with the consultation requirements contained in section 20 of the Act in respect of the entering into of a long term qualifying agreement with Marsh for insurance services. The grant of dispensation is **conditional** upon the Applicant not seeking any of its costs of the Application from any Respondent.

Background

- 1. The Applicant has applied for a decision by this Tribunal that it may dispense with the consultation requirements contained in section 20 of the Landlord and Tenant Act 1985 and the Service Charges (Consultation Requirements) (England) Regulations 2003 ("the Regulations") in respect of a qualifying long term agreement ("QLTA") to provide insurance services to insure its portfolio of residential properties. These legal provisions are explained in more detail below.
- 2. Unless there is full compliance with the consultation requirements, or a dispensation application is granted, the Applicant is prevented by law from recovering more that £100.00 per Respondent in respect of costs under the QLTA. Therefore it has made the Application, which was dated 8 April 2024. The Application contained a detailed Statement of Case setting out the reason for making the Application.
- 3. Directions were issued requiring the Applicant to serve all the Respondents with a copy of the Application and explaining why it had decided to seek dispensation rather than carry out a full consultation.
- 4. The Respondents were all given an opportunity to respond to the Application and make their views known as to whether the Tribunal should grant it. Two objections were received which are dealt with below.
- 5. The Application has been referred to the Tribunal for determination. This is the decision on the Application.

Law

- 6. The Landlord and Tenant Act 1985 (as amended) imposes statutory controls over the amount of service charge that can be charged to long leaseholders. If a service charge is a "relevant cost" under section 18, then the costs incurred can only be taken into account in the service charge if they are reasonably incurred or works carried out are of a reasonable standard (section 19).
- 7. Section 20 imposes an additional control. It limits the leaseholder's contribution towards a service charge to £100 for payments due under a long term service agreement unless "consultation requirements" have been either complied with or dispensed with. There are thus two options

for a person seeking to collect a service charge for services under a long term agreement (i.e. for a term of more than 12 months) costing more than \pounds 100. The two options are: comply with "consultation requirements" or obtain dispensation from them. Either option is available.

- 8. To comply with consultation requirements a person collecting a service charge has to follow procedures set out in the Service Charges (Consultation Requirements) (England) Regulations 2003 (see section 20ZA(4)).
- 9. To obtain dispensation, an application has to be made to this Tribunal. We may grant it if we are satisfied that it is reasonable to dispense with the consultation requirements (section 20ZA(1) of the Act).
- 10. The Tribunal's role in an application under section 20ZA is therefore not to decide whether it would be reasonable to enter into the long term agreement, but to decide whether it would be reasonable to dispense with the consultation requirements.
- 11. The Supreme Court case of *Daejan Investments Ltd v Benson* [2013] UKSC 14; [2013] 1 WLR 854 (hereafter *Daejan*) sets out the current authoritative jurisprudence on section 20ZA. This case is binding on the Tribunal. *Daejan* requires the Tribunal to focus on the extent to which the leaseholders would be prejudiced if the landlord did not consult under the consultation regulations. It is for the landlord to satisfy the Tribunal that it is reasonable to dispense with the consultation requirements; if so, it is for the leaseholders to establish that there is some relevant prejudice which they would or might suffer, and for the landlord then to rebut that case.
- 12. The Tribunal may impose conditions on the grant of dispensation.
- 13. The general approach to be adopted by the Tribunal, following *Daejan*, has been summarised in paragraph 17 of the judgement of His Honour Judge Stuart Bridge in *Aster Communities v Chapman* [2020] UKUT 0177 (LC) as follows:

"The exercise of the jurisdiction to dispense with the consultation requirements stands or falls on the issue of prejudice. If the tenants fail to establish prejudice, the tribunal must grant dispensation, and in such circumstances dispensation may well be unconditional, although the tribunal may impose a condition that the landlord pay any costs reasonably incurred by the tenants in resisting the application. If the tenants succeed in proving prejudice, the tribunal may refuse dispensation, even on robust conditions, although it is more likely that conditional dispensation will be granted, the conditions being set to compensate the tenants for the prejudice they have suffered."

The Application

- 14. The Applicant's case is that it has a portfolio of properties, with 4,533 tenants. Each has an obligation to pay a contribution towards the insurance premium payable to insure the properties. The Applicant procures insurance through one single block policy for the whole portfolio, in order to secure economies of scale and keep the premiums and the administrative burden as low as possible.
- 15. The Applicant's arrangement for insurance are that insurance policies are ordinarily placed on an annual basis; the Applicant's insurance renewal date is 1 April in each year. The previous insurance policy, which expired on 31 March 2023 was placed with Zurich Municipal.
- 16. In advance of the expiry of the Zurich Policy, the Applicant appointed Gibbs Laidler Consulting LLP, the leading insurance consultancy for Housing Associations across England and Wales, to advise in respect of the placement and tendering of the block policy for the portfolio.
- 17. GLC were appointed as they are a leading insurance consultancy, but they are independent from insurers and brokers, ensuring the Applicant would receive impartial advice. Their role was to ensure that a formal and compliant tender process was undertaken. This process commenced in July 2022.
- 18. The residential block insurance market is currently facing industry wide increases, with some insurers being unwilling to insure certain blocks. The main factors impacting upon the premium include:
 - a. inflation;
 - b. increase in the cost of rebuilding and repairs
 - c. a considerable increase in the number of claims with an increase in the value of those claims;
 - d. a high cost for reinsurance, due to significant international events but notably the Covid-19 pandemic, and large scale fires and storms; and
 - e. changing legislation and risk profiles of blocks, notably due to the Building Safety Act 2022 and the consequential fire safety investigations which have identified defects in the construction of various buildings.
- 19. The industry wide increases in the insurance premiums has a consequential impact upon the insurance for the Applicant's portfolio and, in turn, the cost for each of the Respondents. Given the cost of living crisis, the Applicant was keen to limit any increases that would be suffered by the Respondents.

- 20. Advice provided to the Applicant indicated that it would achieve a better premium (to the financial advantage of leaseholders) if the policy were placed for a longer term; by providing the financial commitment to the insurer, it allows the Applicant to negotiate a better premium.
- 21. It was therefore agreed that the policy would be put out to tender. Given the value and size of the contract, the insured items to be covered were split into categories or "lots". The purpose of splitting the insurance into lots was to allow for maximum interest in the insurance market, and also to attract specialist risk insurers.
- 22. Insurers who might be interested in the contracts for insurance were initially sought via the government's Find a Tender service. Bidders were then selected for inclusion on a shortlist based on their financial standing and technical and professional capacity. A process of shortlisting potential bidders via selection questionnaires, receiving price proposals, hearing presentations, receiving final tender proposals, issuing a letter of intent, and finally awarding a contract took place over the period from August 2022 to March 2023. The highest scorer in this process for cost, quality and sustainability was Marsh, to whom the insurance contract was awarded on 23 March 2023.
- 23. During this time, a parallel consultation under the Regulations had taken place with the lessees of the properties through the issuing of a Notice of Intention and a Notice of Proposal.
- 24. Around the time of issuing the Notice of Proposal, the Applicant discovered that due to an administrative error, the Notice of Intention was not given to the Respondents. The Applicant therefore wrote to the Respondents on 31 January 2023 to apologise for this oversight and to provide them with a copy of the Notice of Proposal, and invite their written observations. The Respondents were asked to provide written observations by 5 March 2023.
- 25. The Applicant did not receive a response to the letter dated 31 January 2023 from any of the Respondents, nor did it receive any observations on the Notice of Proposal.
- 26. Two Respondents have objected to the Application. The first is from the lessees of a flat in Francis Road in Birmingham. Summarising their objection, their concern is that the granting of dispensation will open the floodgates to the weakening of the statutory protections that parliament has enacted for the benefit of tenants. They suggest that granting dispensation will reduce the value of their property and may make it unsaleable. They also expressed concern that they were not able to access the documents relating to the Application in good time. Finally, they suggest that the costs of this case should not be added to the service charge.

- 27. The second objector is the lessee of a flat in Limes Gardens, Halesowen. She is of the view that the Applicant should have had the knowledge and resources to be able to ensure that procedural mistakes did not occur, and she does not feel she should incur the burden of costs arising as a result of the Application.
- 28. Two Respondents also requested that the Tribunal should hold a hearing. They were invited by letter to confirm they wished to participate at a hearing by making oral representations or calling evidence. Neither responded to the letters.

Discussion and decision

- 29. Our view is that the Application was brought because of the administrative error described above. Dispensation is requested because otherwise the Applicant will be unable to recover the real cost of insurance premiums from the Respondents, as they will be limited to recovering the statutory cap of £100 from each of them.
- 30. The Tribunal accepts the rationale for making the Application. Since *Daejan*, it has been clear that the grant of dispensation or otherwise should not be an exercise in punishing the landlord for not carrying out a full section 20 consultation. The Tribunal should concentrate on whether prejudice is suffered through the lack of full section 20 consultation.
- 31. Neither of the objectors has explained how they might be prejudiced by not having been part of the consultation exercise, and all the Respondents were given a belated opportunity to raise issues of concern before the insurance contract was finally granted. None did.
- 32. No Respondent appears to the Tribunal to have suffered or be likely to suffer any prejudice as a result of the grant of the Application. We do not accept that the first objector will have suffered any loss of statutory rights, or that the impact of being obliged to pay their contractual contribution towards the insurance premium for their flat will have any impact upon its value or saleability.
- 33. So far as the first objectors issue about accessing the documents relevant to the Application is concerned, it appears to us that whilst there may have been an initial difficulty, this was resolved and those objectors have not been denied an opportunity to make their representations in the light of the same documents that the Tribunal has seen.
- 34. We therefore **determine** that the Application is granted. The Applicant may dispense with the consultation requirements contained in section 20 of the Act in respect of the entering into of the long term qualifying agreement with Marsh for insurance services.
- 35. Two issues remain. Should the Tribunal have had a hearing of the Application, and costs. Both objectors have specifically objected to having to pay any costs arising from the Application.

- 36. On the first issue, the Tribunal is obliged to have regard to the overriding objective set out in Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, which includes dealing with cases in a way that is proportionate to the importance of the case, the complexity of the issues, the anticipated costs, and the resources of the parties and the Tribunal. Our view it that in the light of there being no response to the letters referred to in paragraph 28 above, holding a hearing would have been disproportionately costly and we have not done so.
- 37. On the question of costs, the Applicant has been entirely open in the Application that the reason the Respondents were not included in the section 20 consultation process that was properly carried out by the Applicant for the other 4,154 tenants of the Applicant was due to an administrative error, though no details of the error have been provided. The Tribunal assumes that had the error not been made, the Respondents to this application would have been included in the consultation, and the Application would not have been required.
- 38. We find it difficult to reach any other view than that the costs of this Application, arsing solely out of the Applicant's error, should fall on the Applicant.
- 39. We have not been provided with any copies of the leases of the properties. We do not know whether they, or any of them, allow the costs of the Application to be passed on to the Respondents. If they do, the Respondents would have a right to bring proceedings under section 27A of the Landlord and Tenant Act 1985 to challenge the inclusion of the costs of these proceedings in any service charge levied.
- 40. The list of Respondents supplied to the Tribunal does not identify how many properties the Application relates to, but the addresses suggest there may be upwards of 40 separate properties.
- 41. We have considered whether to leave the question of costs alone in this decision as it has not been raised by 375 of the 377 Respondents, allowing the Respondents who wish to challenge any costs liability to do so individually under section 27A.
- 42. However the sheer logistical challenge of managing a large number of applications objecting to costs being claimed, and achieving any consistency in approach, leads us to consider that we should make the grant of dispensation in this Application conditional upon the Applicant not seeking any of its costs of the Application from any Respondent. That seems, to us, to be the fair and logical decision.
- 43. In accordance with the Directions given in this case, the Applicant shall place a copy of this decision together with an explanation of the Respondents' appeal rights on their website within 7 days of receipt and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page.

Appeal

44. Any appeal against this decision must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal the party appealing must apply, in writing, to this Tribunal for permission to appeal within 28 days of the date of issue of this decision (or, if applicable, within 28 days of any decision on a review or application to set aside) identifying the decision to which the appeal relates, stating the grounds on which that party intends to rely in the appeal, and stating the result sought by the party making the application.

Judge C Goodall Chair First-tier Tribunal (Property Chamber)

RESPONDENTS

	RESPONDENTS					
1	Mr C Bate	40	Mrs S Teakel			
2	Mr & Mrs Hayden	41	Mr J & Mrs J Morrow			
3	Mr H A Buller	42	Miss P Wilcox			
4	Mr S Deneen & Mrs J Deneen	43	Mrs J White			
5	Mr & Mrs White	44	Mrs C Richards			
6	Miss J Parker	45	Mrs D Workman			
7	Mr R & Mrs W Bryant	46	Mrs B E Rimmer			
8	Mr R & Mrs A Burke	47	Mrs R J Francis			
9	Mr R Bishop	48	Mr M & Mrs M Bowkett			
10	Mrs H F Griffiths	49	Mrs E M Covelo			
11	Mrs B Clarke	50	Mrs E M Egerton			
12	Mr A G & Mrs J Way	51	Mr G R Thorn			
13	Mrs Marshall	52	Mrs G M Pegler			
14	Mrs J A Broder	53	Mr R L Kingscote			
15	Mr J Mackriell	54	Mrs D L B Hall			
16	Mrs J P Whittard	55	Mrs Rm Turner			
17	Mr B Davies	56	Mr Rm Davies			
18	Mrs E Blackwood	57	Mr Ad & Mrs Se Parker			
19	Mrs N Seville	58	Mrs Ac Kehoe			
20	Miss Glena Neale	59	Mrs Se Mills			
21	Mr S Holloway	60	Mrs Cj McLarnon			
22	Mr T & Mrs P Mann	61	Mr M Brookes			
23	Mrs F E Davis	62	Mrs Ca Pettiquin & Mr Mj Pettiqun			
24	Mrs A French	63	Mrs L Lamb			
25	Mrs N Pope	64	Mrs M Bartlett			
26	Mrs E Goulden	65	Mr As Warren			
27	Mrs M Whitlock	66	Mr K & Mrs A Poulton			
28	Miss M Tandy	67	Mr Aj Tubb			
29	Mr Ewan Green	68	Mrs Vm Phillips			
30	The Estate Of Mrs M McWhannell	69	Mrs Jh French			
31	Mrs D Baidoo	70	Mrs Ja Short			
32	Mrs P Martin	71	Mr R Sharp			
33	Mr M Booth	72	Mrs H Hazarika			
34	Mrs M Evans	73	Miss E Selby			
35	Mrs D Whitford	74	Mr H Wilkes			
36	Mr J Tomin	75	Mr R Durnall			
37	Mrs D Sutton	76	Mr A Lewers			
38	Mrs A Stratton	77	Mr R & Mrs M Mansell			
39	Mrs V Burrows	78	Mrs M Liquorish			

79	Mr B Beard	119	Mr M And Mrs J Badger
80	Mrs A & Mr R Johnson	120	Mr T & Mrs L Allen
81	Ms J Tinker	121	Mrs M Edwards
82	Mrs J Vicary	122	Mrs M & Mr T Leadbeater
83	Miss M Zavery	123	Mr G & Mrs A Whitehouse
84	Miss L Bissell	124	Mr M Hill
85	Mr M Simcox	125	Miss L Foxall
86	The Estate Of Miss A McClelland	126	Mr G & Mrs J Wright
87	Mrs J Shepherd	127	Mr T & Mrs P Dinan
88	Miss S Smith	128	Miss L Fullwood & Mr K Jesson
89	Mrs G Miller	129	Mr T & Mrs A Pratt
90	Mr K Doherty	130	Mrs J Tromans
91	Mr L Spittle	131	Mr J & Mrs P Gray
92	Mr D Burns & Mrs G Burns	132	Mrs B Bolt
93	Mrs I Craven	133	Mr B & Mrs J Nicholls
94	Mrs P Courtnell	134	Mr J & Mrs W Grosvenor
95	Mr L Bradley	135	Mr H Barford
96	Mrs D Westbrook	136	Miss A Smith
97	Mr P Sheath (estate)	137	Mrs D And Mr K Girling
98	Mr K Osei	138	Mrs P Head
99	Mr D & Mrs S Humphries	139	Mr K & Mrs J Beezley
100	Mrs G Partridge	140	Mrs S Morton
101	Mr D & Mrs A Jones	141	Mrs M Sayward
102	Miss S Sergeant	142	Mrs R Kaye
103	Miss R McCoy	143	Mrs L Metcalfe
104	Mrs P Dorman	144	Mrs M O'Neal
105	Mrs S Shotter	145	Mr D & Mrs B Dickens
106	Mrs E Brewer	146	Mr H & Mrs V Gill
107	Mr L Tolley	147	Mrs B Boulding
108	Mr P & Mrs E Ward	148	Mrs P Wilsdon
109	Mrs H & Mr J Voss	149	Mrs P Monk
110	Mr Keith Randle	150	Mrs D Knight
111	Mrs D Slater	151	Mrs J Newman
112	Miss G George	152	Mrs C Scott
113	Mrs K Dobbins	153	Mrs P And Mr F Moore
114	Mrs J Olma	154	Mrs M Purser
115	Mr D Bruckshaw	155	Mr Norton
116	Mr S Evans	156	Mr R & Mrs C Coleman
117	Mr R & Mrs J Jeavons	157	Mrs P Robinson
118	Mrs A Whittaker	158	Mr D & Mrs M Durham

159	Mrs E Rodgers	199	Miss J Eales
160	Mrs M Downs	200	Mrs G Collier
161	The Estate Of Mrs J Sales	201	Mrs J King
162	Mr G Margrove	202	Mrs M Kemp
163	Mrs R Beechey	203	Mrs U G Burgoyne
164	Mrs D Bennett	204	The Estate Of Mrs Burgess
165	Mrs N Jennings	205	Mrs M Sargent
166	Mr Pennell	206	Mrs Lawrence
167	Mr D & Mrs G Maw	207	Mrs S Liddington
168	Mrs D Rowe	208	Mrs M Brown
169	Mr E & Mrs M Harwood	209	Mrs E Aldridge
170	Mrs P Thackray	210	Mr R & Mrs L Adams
171	Mrs W Hadley	211	Mrs F Lyon
172	Mr J Brown	212	Mr D & Mrs J Lane
173	Mr J Hunt	213	Mrs K Hollingsworth
174	Mrs Y Wainwright	214	Mrs S Bamford
175	Mr S Fitton	215	Mr McCarron
176	Mrs E Penn	216	Mrs B Harper
177	Mr & Mrs Thomson	217	Mrs M Caldecourt
178	Mrs A & Mr K Sharp	218	Mrs J Blakesley
179	Mr R Heatley	219	Mrs A M Birtles
180	Mrs D Hardy	220	Mrs S Michie
181	Mrs B Thompson	221	Mr F Sprules
182	Mrs A Campbell	222	Mrs A Church
183	Mr D Williams	223	Mrs E Brace
184	Mr A & M McLean	224	Mr E & Mrs B Hudson
185	Mrs V Goss	225	Mrs Hart
186	Mr William & Mrs Shirley Higgs	226	Mrs Smith
187	Mrs M Roper	227	Mr P Mawby
188	Mrs E Underwood	228	Mrs B Mellor
189	Mrs V Loader	229	Mr R Dartnell
190	Mrs C Bailey	230	Mr C & Mrs R Powell
191	Mr J James	231	Mr R & Mrs C Chaplin
192	Mrs J Harper	232	Mr R & Mrs G Pountney
193	Mrs A Shelton	233	Mr & Mrs Nichols
194	Mr & Mrs D Frost	234	Ms J Tompkins
195	Mr A Gill	235	Mr P & Mrs L Stansfield
196	Ms J Thompson	236	Mr J & Mrs G Timmins
197	Mrs L Mendel	237	Mr G Kennaird
198	Rev T & Mrs E Partridge	238	Mr A Fioravanzo

239	Mr D Beaumont	279	Mrs M Sheargold
240	Mr R & Mrs P Meager	280	Mr R Anstis
241	Mrs P Curtis	281	Mrs M Dumont
242	Mrs J Clifton	282	Mrs S Bevan
243	Mrs E Denny	283	Mrs B Whitehouse
244	Mrs J Stanley	284	Mrs M Homer
245	Mr A Cook	285	Mrs M Pearce
246	Mrs J Horner	286	Mrs J Perry
247	Mrs G Faulkner	287	Mr T Hunter
248	Mrs M Morrison	288	Mrs A & Mr H Barnes
249	Mrs J Lee	289	The Estate Of Mrs P McMullan
250	Mr R & Mrs C Brown	290	Mrs H Dennerley
251	Mr & Mrs R Massey	291	Mr S Harrison
252	Mr D & Mrs W Johnson	292	Mr & Mrs M H Powers
253	Mrs Wright	293	Mr J A Bayley
254	Mrs C Richardson	294	Miss S R Orritt
255	Mr J & J Bradford	295	Miss S Turner
256	Mrs B Jones	296	Mr P McConway
257	Mr M Marks	297	Mr A Ahir
258	Mrs McKay	298	Mr S Mofrad
259	Mrs Beadle	299	Mrs R Hawley & Mr T Hall
260	Mrs H Neil	300	Mr O & Mrs M Kanderian
261	Mrs J Clarke	301	Mr S Ramadhani
262	Mr Capell	302	Mr M T Ali
263	Mrs M Low	303	Dr G K Gill
264	Mrs Pamela Garner	304	Mr M Andrews And Mrs L Andrews
265	Mrs J Orr	305	Mr G Heathcote
266	Mrs M Smith	306	Mr J D Hughes
267	Mrs J Keay	307	Mr T Smyth
268	Mrs G Jesson	308	Mr Harris
269	Mrs A Dunlop	309	Mr C Smith & Ms N Yates
270	Mrs E Perks	310	Mr & Mrs J Ray
271	Mrs M May	311	Mr R Winkett
272	Mrs P Rubery	312	Mr C Samuels & Mrs F Samuels
273	Mrs G Bullock	313	Mr S Harper
274	Mr W Evans	314	Mrs A Wijatyk Babula
275	Mrs B Barnes	315	Miss J Fletcher
276	Mrs J Smith	316	Lichfield District Council
277	Mr G & Mrs N Hicks	317	Mr Lamb
278	Mr C And Mrs J Westley	318	Mr S M Wright

319	Mr Guest	359	Ms
320	Mr A Gough	360	Ms
321	Mr P J Mohan	361	Mr
322	Ms J H Orpwood	362	Mis
323	Mr R F Sowe	363	Mis
324	Mr M Razouk	364	Mr
325	M Fox	365	Mis
326	Miss P Parmar	366	Mr
327	Mr J J Mian	367	Mis
328	Mr F Khan & Ms S Zahar	368	Mis
329	Mr D Chopping	369	Mis
330	Mr W & Mr D Wong	370	Mr
331	Dr L Baker	371	Ms
332	Mr K Bouabdallah	372	Mis
333	Mrs Y Fekade & Mr G Belayhun	373	Mrs
334	Ms R Westwood	374	Mr
335	Miss S A Brown	375	Mr
336	Ms C Hennessy & Mr A Chambers	376	Mr
337	Mr I Hussain & Mrs N Shakir		
338	Mrs M Savage		
339	Mrs S Newman		
340	Mr M Chalotra		
341	Ahhh Limited		
342	Miss K L Roberts & Mr M J Jones		
343	Mr M Shakeel		
344	Mr J Ramsdale		
345	Ms H Bolger		
346	Mr D Vieira		
347	Mr A Glover		
348	Mr I & Mrs K Alsop		
349	Mr A C Peat & Miss V Wilford		
350	Mr J R Scollon		
351	Mrs M Nessa & Mr A Harun		
352	Mr M Adel		
353	Miss G Gaunt		
354	Mr D & Mr A Pye		
355	Mr V J Small		
356	Miss A Wright		
357	Mr B Hyman		
-	N/ 11.0		

358 Mrs H Gugu **B** Carter **B** Carter

R Gould

- iss T Akhtar
- iss T Berryman-Henderson
- · Kappikkara & Mrs Kappikkara
- iss K M Kaur & Mr C Maragh
- D & Mrs A Mukende
- iss J McKenzie
- iss A Shepherd
- iss Y Karoui
- A Buckle & Mr N Bhica
- V Bilkhu
- iss Bainbridge & Mr Pemberton
- rs L Fletcher
- J Russell
- D McGuffie & Mrs W A McGuffie
- M Hassan