

On 25 Jun 2014, at 20:11, Norman William Greed <nwg@talktalk.net> wrote:

BETWEEN:

**NORMAN GREED, AND OTHER LEASEHOLDERS OF EDDINGTON
COURT**

“The Leaseholders”

-and-

Eddington Court (Weston) RTM Company Limited

“The RTM Company”

-and-

Fairhold Homes (No. 9) Limited

“The Landlord”

Draft/COMPROMISE AGREEMENT

Preamble

On 1 April 2014, Norman Greed (“Mr Greed”) issued a claim against the Landlord in Northampton (CCBC) County Court under Claim No. A4QZ7480 (“the Claim”) using “Eddington Court” as the Claimant’s name, purporting to claim sums paid by the Leaseholders (or in some cases their predecessors in title) to the Landlord’s managing agent as service charge demanded on behalf of the Landlord for Eddington Court between 1 September 2004 – 31 August 2010 (“the relevant period”).

At a Small Claims Mediation Appointment on 20 June 2014 the Landlord agreed with Mr Greed to compromise his claim, which is said to have been made for all the Leaseholders, on the basis set out below.

The RTM Company acquired the right to manage Eddington Court as from 1 January 2010, and is responsible for administering the service charge and contingency fund trust account(s). Mr Greed and the Leaseholders wish for the agreed settlement amount to be paid to the RTM Company to be applied by it on their behalf, and accordingly it has been made a party to this Agreement for that purpose.

Terms

1. Mr Greed will in addition to himself, procure the signatures of not less than 80% (62) of the Leaseholders to this Agreement. The payment by the Landlord of the settlement amount referred to below is subject to this minimum number of Leaseholders becoming party to this Agreement;
2. Forthwith upon obtaining the requisite number of Leaseholders' signatures as specified in paragraph 1 above, Mr Greed will discontinue the Claim by filing Notice of Discontinuance with the Court and sending a copy to Estates & Management Ltd, as representatives for the Landlord;
3. Subject to 1 and 2 above, within 14 days of receiving the Notice of Discontinuance and copy Agreement signed by the requisite number of Leaseholders, the Landlord will pay the sum of £5,000 (Five thousand pounds) ("the settlement amount") to the Leaseholders, strictly without admission of liability or fault;
4. The settlement amount will be paid by way of a cheque issued to the RTM Company at its registered office address;
5. The Leaseholders accept the settlement amount in full and final settlement of any claim they might have in relation to the reasonableness or payability of insurance premiums, including commission elements, forming part of the service charge expenditure for Eddington Court for the relevant period;
6. By accepting the settlement amount the Leaseholders acknowledge that any right they might have to challenge such service charges for the relevant period before any Court or Tribunal, including with reference to Section 27A(4) of the Landlord and Tenant Act 1985, has been fully compromised;
7. The Leaseholders agree to accept the settlement amount by way of a single

payment to the RTM Company, to be credited to the contingency fund for Eddington Court, and hereby waive any entitlement they may have to individual refunds from the Landlord reflecting the service charge fractions in their leases;

8. The RTM Company will apply, upon receipt of the settlement amount, the full amount of the same to the contingency fund trust account for Eddington Court for the benefit of all leaseholders;
9. Each party to this Agreement will bear its own costs, if any, in connection with the Claim and the Agreement.

Dated this, the ____ day of June 2014

We hereby signify our consent to be bound by the terms of this Agreement:

The Leaseholders

Signed:.....

Name of Leaseholder: Mr & Mrs N W Greed

Address of Flat: 72 Eddington Court, 30 Beach Road, Weston Super Mare, North Somerset, BS23 1DH

Date of Signature:.....