

Your Ref
Our Ref : CH/POP001/1/MP
Date : 30 March 2010

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Mr Roger Bright
The Crown Estate Commissioners
16 New Burlington Place
London
W1S 2HX

mailto@hansenpalomares.co.uk
www.hansenpalomares.co.uk

BY FAX TO 020 7851 5125 AND BY DX

Dear Sirs

**Proposed matter of:
The Queen on the application of (1) Margaret Poplak and (2) Robin Clark v The Crown
Estate Commissioners**

Judicial review pre-action letter

1

To

The Crown Estate Commissioners, 16 New Burlington Place, London, W1S 2HX

2

The claimants

2.1 Ms Margaret Poplak [REDACTED]

2.2 Mr Robin Clark [REDACTED]

We enclose by way of service Notices of Issue of Legal Funding Certificates on behalf of both Claimants.

Partners
Ole Hansen
Maria Mercedes Palomares

Associates
Natasha Cade
Nadine Clarkson*
Christian Hansen
Lara ten Caten

Office Manager
Jacobo Borrero



INVESTOR IN PEOPLE

3**Reference details**

Housing Consultation. Mr Andrew Payne, Communications Manager, 16 New Burlington Place, London, W1S 2HX.

4**The details of the matter being challenged**

- 4.1 The Claimants challenge any decision that the Crown Estate Commissioners (“the Defendant”) may make to proceed with a sale of the freeholds of their flats to a “focused housing provider” (“the proposal”). The Claimants aver that any decision will be unlawful in that it is vitiated by the flawed consultation which closed on 23rd March 2010. For the avoidance of doubt, it is the Claimants’ case that the phrase “focused housing provider” is one that is unknown in law. The Claimants have had no sufficient understanding as to the proposal on which they have been consulted and the impact upon their rights of occupation.
- 4.2 The Claimants are sending this letter prior to the taking of any decision to proceed with the proposal for the following reasons:
- (i) to alert the Defendant to this proposed claim and to provide them with the opportunity to review their stance. In particular, the Defendant is referred to Section 6 below which provides details of the action which the Claimants require the Defendant to take.
 - (ii) to provide the Interested Parties specified in Section 8 below an opportunity to clarify their position on whether they (a) consider that they should have been formally consulted as relevant stakeholders and/or (b) would wish to be joined as interested parties in any proposed claim.
- 4.3 The Claimants are also concerned that the Defendant is likely to take the relevant decision at a time when both a General and Borough Elections are underway and when the democratic mechanisms for holding the Defendant to account for their actions are in limbo.

5

The issue

5.1 Introduction

5.1.3 In *R (Wainright) v Richmond upon Thames LBC* [2001] EWCA Civ 2062, the Court of Appeal approved the following statement of principle (taken from the judgment of McCullough J in *R v Camden LBC, ex p Cran* (1996) 94 LGR 8):

“What kind and amount of consultation is required in a particular case must depend on the circumstances. A few general principles can however, be stated. The process of consultation must be effective; looked at as a whole, it must be fair. This requires that: consultation must take place while the proposals are still at a formative stage; those consulted must be provided with information which is accurate and sufficient to enable them to make a meaningful response; they must be given adequate time in which to do so; there must be adequate time for their responses to be considered; the consulting party must consider responses with a receptive mind and a conscientious manner when reaching its decision.”

5.1.2 The Claimants contend that the consultation on the proposal has been flawed with regard to (i) the amount and nature of the information provided to residents; (ii) the shortness of the timescale; (iii) the timing of the consultation and the failure of the Crown Estate to consult on a full range of options for the future of the relevant estates and (iv) the process by which the consultation has been carried out.

5.1.3 The proposal concerns the sale of four residential estates, the Victoria Park Estate (in the London Boroughs of Hackney and Tower Hamlets) where Ms Poplak lives, the Millbank Estate (in the City of Westminster) where Mr Clark lives, the Cumberland Market Estate (in the London Borough of Camden), and, the Lee Green Estate (in the London Borough of Lewisham). The Residents' Associations of the four estates have made a detailed joint response to the consultation on behalf of the Claimants and other residents. A copy of the response (“the Consultation Response”) is attached to the hard copy of this letter. The Claimants rely upon the particulars specified therein.

5.1.4 In this letter, we refer to “the consultation booklets”, namely the two booklets “Have your Say” and “What would the proposed change mean for my tenancy?” which were sent to the Claimants on 26th January 2010. The Defendant failed to provide any more detailed documentation to their Residents' Associations. Residents were given two months in which to respond. Whilst there have been refinements in three Consultation Updates (18 February, 2nd March and 12th March), all the relevant particulars could, and should, have been specified in the original consultation booklets. Further, these updates have merely raised further queries (see the three examples at p.37 of the Consultation Response).

5.2 The Claimants

- 5.2.1 Margaret Poplak is aged 79. She is the tenant of a first floor flat at [REDACTED] which she has occupied since 1975. This is a four bedroom flat which she occupies on her own. On 14th December 1982, she was granted a tenancy for a fixed term of eight years. Ms Poplak is currently a regulated tenant within the Rent Act 1977. In 2004, she was issued with the current "Tenancy Book".
- 5.2.2 Robin Clark is the tenant of a first floor flat at [REDACTED] since about 1990. This is a one bedroom flat. He currently occupies the flat pursuant to an assured shorthold tenancy ("AST") dated 23rd April 2009 granted for a fixed term of eleven months. This expires on 30th March 2010. He has been issued with the "Tenancy Book". He does not know whether he will be issued with a new tenancy on 1st April or whether this will retain the benefit of the Tenancy Book. On 21st July 2009, the Defendant resolved not to issue the Tenancy Book to new tenants.

5.3 The Defendant

- 5.3.1 The Crown Estate is part of the hereditary possessions of the Sovereign which are held by the Defendant for the benefit of the British people. The Defendant's powers and responsibilities are derived from the Crown Estate Act 1961. The Defendant is a public authority for the purposes of (i) judicial review; (ii) the Human Rights Act 1998 and/or (iii) at least some of the public sector equality duties.
- 5.3.2 The Defendant has set itself the highest standards of public administration as are set out in its Annual Report 2009. This is reflected in a Partnership Agreement between the Defendant and the Homes and Communities Agency dated 23rd June 2009. The Defendant is a "socially responsible landlord" with a "strong track record of working in partnership with community and political stakeholders". It "aims to develop successful projects that are commercially viable, meet local needs and enhance the environment". It also aims to "deliver safe, mixed communities with good access to jobs and key services". The joint partnership is intended to promote "providing affordable housing where appropriate in places people want to work and live and contributing towards housing delivery at national, regional and local levels". The agreement was premised on the Government's objective of increasing the number of affordable homes as outlined in the Housing Green Paper (July 2007).
- 5.3.3 Important procedural rights are guaranteed in the Claimants' "Tenancy Book". Section 6 sets out the Defendant's policies on consultation. This commits the Defendant to open communication and support for their residents' associations. The Claimants

have a right to be consulted about any changes to how their homes are managed. Staff should attend meetings at the invitation of the residents' association to inform discussion.

- 5.3.4 Best Practice for consultations by public authorities is set out in HM Government "Code of Practice on Consultation" (July 2008) ("The Code of Practice") and the seven consultation criteria. The Claimants contend that the Defendant has failed to comply with criteria 1 to 4.

5.4 First Flaw in the Consultation: Inadequate Information

- 5.4.1 Consultation documents should be 'clear about what is being proposed, the scope to influence and the expected costs and benefits of the proposal. The Claimants have been consulted on a proposal to sell the freeholds of their flats to a "focused housing provider". This term has no defined legal meaning. The consultation documents contemplate that the new owner will either be a private landlord or a registered social landlord. The identity of any private landlord is critical. The Claimants fear that this will be a residential investment company, namely a speculative developer, who would seek vacant possession of flats in order either to sell off blocks with vacant possession or to convert flats for sale on long leases. The alternative option is a sale to a Registered Social Landlord (RSL). This option seems extremely unlikely. On 1st April, RSLs will cease to exist in England (s.61 Housing and Regeneration Act 2008). The Consultation documents do not address the new regime of cross-domain regulation which will apply from this date.
- 5.4.2 During the consultation period, the Defendant refused to (i) identify the 'focused housing providers to whom their homes are being marketed; and/or (ii) appoint independent advisors or fund legal advice to enable residents to make an informed response to the consultation. The Rent Acts have been described as "that chaos of verbal darkness" (MacKinnon LJ in *Winchester Court Ltd v Miller* [1944] KB 734). The consultation documents recognise that Ms Poplak's continued status as a Rent Act "regulated" tenant may depend upon the identity of the focused housing provider. This information has not been provided.
- 5.4.3 The consultation booklets provide no more than a dry legal analysis of the status of various classes of resident. They do not address a range of relevant issues relating to the individual circumstances of the Claimants, the Defendant or the possible "focused housing provider":
- (a) There is no consideration of the role of the Defendant as a public authority for the purposes of (i) public law duties; (ii) the Human Rights Act 1998; and (iii) public sector equality duties. Neither do they address whether the focused housing provider would be a public authority for these purposes. It remains unclear whether the Defendant has conducted an equality impact assessment.

- (b) Both Claimants have the benefit of the Tenancy Book. This is not addressed in the consultation booklets. The Tenancy Book provides significant additional rights of occupation over and above the rights which would be enjoyed by Ms Poplak, as a “statutory tenant” (if she is such a tenant), or Mr Clark, as an AST. These rights extend to consultation, common parts and facilities, succession; relationship breakdown, rents, repairs, nuisance and anti-social behaviour and internal transfers. Is this a formal part of the private law contract between landlord and tenant? Or is it a statement of policy which is enforceable only in public law? In what circumstances, if any, is it open to a focused housing provider to vary the terms of the Tenancy Book? These questions are not answered.
- (c) No particulars have been provided to Ms Poplak as to her current rights of occupation. Is she a “statutory” tenant with mere personal rights of occupation or a “protected” tenant with contractual rights? If a statutory tenant, when did that tenancy arise? What are the statutory terms of the same?
- (d) In 2004, Ms Poplak was issued with the current “Tenancy Book”. This gives her significant rights over and above those which she would enjoy as a statutory tenant. In particular, she is able to stay in her flat as long as she wishes provided that it remains her main home and she does not breach the “Tenancy Agreement”. What is that tenancy agreement? Are the rights specified in the Tenancy Book enforceable as a matter of private law or public law? How would these rights be affected were the freehold of her flat to be sold to a focused housing provider?
- (e) Ms Poplak may have a right of first refusal. The Defendant have refused to identify the tenants who have such rights. It would seem that whilst this has been provided to the “focused housing providers” with whom the freehold of her flat is being marketed, residents have been refused it on grounds of “commercial confidentiality”. Ms Poplak has been unable to assess the wider options that may be available.
- (f) Although Mr Clark is an AST, the Tenancy Book provides that the Defendant will only ask him to leave at the end of his fixed term if he has broken the conditions of his tenancy. No information has been provided as to how this right could be enforced as a matter of private law against a focused housing provider (see *Joseph v Nettleton* [2010] EWCA Civ 228 at [9], [26] and [34]) and *Prudential Assurance Co Ltd v London Residuary Body* [1992] 2 AC 386).
- (g) Future levels of rent are a matter of particular concern to Mr Clark. He currently pays a sub-market rent assessed at between 40-60% of market rents for the area. Whilst the consultation booklet states that current policies will not change, no adequate information has been provided as to how “current

policies” could be enforced as a matter of private law against a focused housing provider, particularly given the uncertainty about the detail of the current policies (see Example 3 at p.37 of the Consultation Response).

- (h) The consultation booklets do not address the allocation of void properties on the Estate. There are two aspects to this. First, Section 19 of the Tenancy Book gives the Claimants a right to apply for a transfer to another Estate home. There is no consideration as to how a sale of the four Estates to a focused housing provider would impact upon this right. Secondly, the “key worker scheme” has contributed to the social cohesion within the estate. The future allocation of void properties will impact upon that social cohesion. It will not be maintained if a new landlord seeks to maximise its financial return through speculative development.

5.5 Second Flaw in the Consultation: Inadequate Time to Respond

5.5.1 The best practice guidance at Criterion 2 of the Code of Practice provides for a consultation period of at least 12 weeks. The Claimants were given only two months in which to respond despite the complexities raised by the proposal. The final Consultation Update was issued on 12th March, 11 days prior to the close of the consultation. 12 weeks might have been sufficient had (a) the Claimants’ resident associations been alerted to the impending consultation; (b) all relevant information been included in the consultation booklets; and (c) the Claimants been provided with the independent advice necessary to make an informed response. None of this occurred.

5.6 Third Flaw in the Consultation: Timing and the Range of Options

5.6.1 The consultation should take place at a stage when there is scope to influence the policy outcome. Neither the Claimants nor their residents associations were consulted when the Defendant first reviewed the future management and ownership of their flats in January 2009. This was the time at which the Claimants and their residents’ association could have been consulted on the full range of options. They would also have been able to correct a number of the factual errors which informed the Defendant’s decision to pursue “Project Blue” (see pp.16-18 of the Consultation Response). Any such consultation would now take place in the context of the Partnership Agreement between the Defendant and the Homes and Communities Agency (see 5.3.2 above).

5.6.2 The Claimants understand that the Defendant have refused either to conduct any further consultation once the preferred ‘focused housing provider’ has been identified.

5.6.3 The Claimants have rather been consulted at an intermediate stage on a proposal that is so vague as to be largely meaningless.

5.7 Fourth Flaw in the Consultation: Defects in Process

5.7.1 This proposal affects a number of other stakeholders who are specified in Section 8 below. The Claimants believe that the Defendant was under a duty to formally consult these stakeholders. The Defendant has failed to consider whether the proposal is in the public interest, or indeed, whether it is consistent with the Partnership Agreement specified in 5.3.2 above. The proposal is likely to lead to a significant decline in the stock of social housing to rent. It is understood that the focused housing provider will not be required to maintain the current “key worker” allocation scheme which gives nomination rights to a number of public authorities.

5.7.2 Consultation exercises should be designed to be accessible to, and clearly targeted at, those people the exercise is intended to reach. Numerous deficiencies in the manner in which the consultation has been conducted are particularised in Consultation Response. This is addressed more fully in the body of this response.

5.7.3 The Claimants understand that the Defendant have refused to conduct a ballot in line with best practice where a social landlord is proposing a stock transfer. Were a local housing authority to be contemplating a stock transfer, it would need to follow the procedure set out in the Housing Act 1985 (sections 32-34, and Schedule 3A). Paragraph 3 of the Schedule sets out the requirements as to consultation. Paragraph 5 provides that the Secretary of State shall not give his consent if it appears that a majority of the tenants do not wish the disposal to proceed. In July 2008, Communities published “Statutory guidance – para 3: requirements as to consultation”. The Secretary of State will only give his consent if the transfer is to a RSL (or a PRP after 1st April). Section 294 of the Housing and Regeneration Act 2008 makes the holding of a ballot a statutory requirement.

6

The details of the action that the defendant is expected to take

(Set out the details of the remedy sought, including whether a review or any interim remedy are being requested)

6.1 The Defendant is asked to reject the proposal of a sale to a “focused housing provider”. If this recommendation is accepted, the Claimants would welcome a review as to the wider social purpose of the Defendant in providing social housing for rent and how the Defendant can be a model provider of such accommodation within the context of the new regulatory framework provided by the Housing and Regeneration Act 2008.

- 6.2 Should the Defendant rather decide to proceed with a disposal of the freehold of the Claimants' flats, it should embark upon a fresh round of consultation on all options for the future management/ownership of their Estates. Any such consultation should involve all relevant stakeholders, including those listed in Section 8 below.
- 6.3 Should the Defendant resolve to proceed with a disposal to a "focused housing provider" despite the flaws in the consultation process, there should be further consultation once that provider has been identified. The Defendant should provide the residents with adequate information as to how the proposed sale will impact upon them. The Defendant should fund independent advice for the residents. There should be a ballot conducted by an appropriate independent body. All relevant stakeholders should be consulted.
- 6.4 The Defendant should also pay the legal costs reasonably incurred by the Claimants.

7

The details of the legal advisers, if any, dealing with this claim

The Claimants' solicitors are Hansen Palomares. Our address, contact details and reference number are above.

8

The details of any interested parties

The details of interested parties are attached as an Appendix to this letter. A copy of this letter is being sent to each of the interested parties. On 22nd March, the Treasury Committee urged the Defendant to engage more fully with the key public bodies in London about their future plans for the Estates and their potential impact on London Communities (see "The Management of the Crown Estate" HC 325-1 at para 51).

9

The details of any information sought

(Set out the details of any information that is sought. This may include a request for a fuller explanation of the reasons for the decision that is being challenged)

1. Does the phrase 'focused housing provider' have any defined legal meaning? If so, what is it?
2. Has the Defendant considered the impact of the Housing and Regeneration Act 2008 on the proposed sale to a 'focused housing provider'? If so, what will that impact be?
3. Does the Defendant accept that it is a public authority for the purposes of (i) judicial review; (ii) the Human Rights Act 1998 and/or (iii) at least some of the public sector equality duties? If not, why not?
4. Would the proposed 'focused housing provider' be a public authority for the purposes of (i) judicial review; (ii) the Human Rights Act 1998 and/or (iii) at least some of the public

sector equality duties? If not, has the Defendant considered the detrimental impact that this would have on residents? If so, please disclose this.

5. Has the Defendant carried out an equality impact assessment in respect of the proposed sale? For example, has it addressed the potential impact of the sale on those tenants who have disabilities or the racial composition of the estate? If so, please disclose the equality impact assessment.
6. Will Ms Poplak have a right of first refusal in respect of Pennethorne Close? If so, please provide with the proposed particulars of sale?
7. Please give full details relating to Ms Poplak's Rent Act regulated tenancy. Is she a 'protected' or 'statutory' tenant? If statutory, on what date did each statutory tenancy arise? What are the terms and conditions of her tenancy' (see s.3 Rent Act 1977)?
8. On what legal basis is it contended that Ms Poplak would be able to enforce the Tenancy Book against a purchaser?
9. On what legal basis is it contended that Ms Poplak might become a 'secure tenant'? What steps, if any, would the Defendant take to prevent the new landlord from unilaterally varying the existing terms of her tenancy (see ss.102 and 103 Housing Act 1985)?
10. What is the status of the Tenancy Book? Is it part of the tenancy agreement between the Defendant and Ms Poplak and/or Mr Clark? On what basis is it suggested that the tenants would be able to enforce their rights under the Tenancy Book against a new landlord? Would a new landlord be able to unilaterally vary the terms of the Tenancy Book?
11. Will Mr Clark be offered a new assured shorthold tenancy on the expiry of his current tenancy? Will this have the benefit of the Tenancy Book?
12. Mr Clark currently has a promise in his Tenancy Book provides that the Defendant will only ask him to leave at the end of his fixed term if he has broken the conditions of his tenancy. On what basis is it suggested that Mr Clark could enforce this promise against a new landlord as a matter of private law? Have the CE consider the impact of the decisions in *Joseph v Nettleton* [2010] EWCA Civ 228 and *Prudential Assurance Co Ltd v London Residuary Body* [1992] 2 AC 386)?
13. Section 12 of the Tenancy Book provides: 'There is a maximum 'ceiling' rent that can be charged for each property. This is usually between 40% - 60% of market rents for the area'. How will Mr Clark be able to enforce this against a new landlord? Please supply information on the current rental policy. When and why were 'AST market rents' introduced?
14. What will happen with regard to the future allocation of void properties on the Estates? Will any purchaser be required to maintain the current mix of social housing for rent? Will the Claimants retain their right to seek internal transfers within the Estates?
15. A number of assurances have been given that tenants will be able to enforce rights against a new landlord which are not specified in their tenancy agreements. On what basis is it contended that the tenants be able to enforce these rights against the new landlord and any successor landlord, particularly in respect of those rights which are only enforceable as a matter of public law? What redress will be available to the tenants if it transpires that these assurances are not enforceable? In particular, will tenants have a right of action against the Defendant?

10

The details of any documents that are considered relevant and necessary

Please disclose all documents relating to:

- (i) the existing rental framework;
- (ii) the review of the management/ownership of the Claimants' flats;
- (iii) the effect of any sale to a focused housing provider on the occupation rights of the Claimants including any equality impact assessment;
- (iv) the terms upon which the freeholds of the Claimants' flats are to be sold to a focused housing provider;
- (v) any representations made by the Stakeholders specified in Section 8 in respect of the proposed sale; and,
- (vi) any decision to proceed with a sale to a focussed housing provider.

11

The address for reply and service of court documents

The Claimants' solicitors are Hansen Palomares. Our address, contact details and reference number for reply and service of court documents are above.

12

Proposed reply date

You are asked to provide a substantive response to this letter by 4pm on 16th April 2010. In view of your impending board meeting on 13th April, if we have not heard from you by 4pm on 16th April 2010 we shall be obliged to consider that you intend to proceed with the proposed sale and shall accordingly have no option but to issue an application for permission to apply for a judicial review of your decision. We shall do so without notice to you.

We await hearing from you.

Yours faithfully



Hansen Palomares

IN A PROPOSED JUDICIAL REVIEW

BETWEEN

THE QUEEN ON THE APPLICATION OF

1. MARGARET POPLACK

and

2. ROBIN CLARK

and

Claimants

THE CROWN ESTATE COMMISSIONERS

Defendant

APPENDIX TO PRE-ACTION LETTER DATED 30 MARCH 2010

Interested Parties to claim:

1. HM Treasury
1 Horse Guards Road, London, SW1A 2HQ; and, The Treasury Solicitor,
One Kemble Street, London, WC2B 4TS.
2. The Department of Communities and Local Government
Eland House, Bressenden Place, London, SW1E 5DU; and, The Treasury
Solicitor, One Kemble Street, London, WC2B 4TS.
3. The London Borough of Camden
Town Hall, Judd Street, London, WC1H 9LP
4. The London Borough of Hackney
Town Hall, Mare Street, London, E8 1EA.
5. The London Borough of Lewisham
Town Hall, Catford, London SE6 4RU.
6. The London Borough of Tower Hamlets
Town Hall, Mulberry Place, 5 Clove Crescent, London, E14 2BG.

7. The City of Westminster
Westminster City Hall, 64 Victoria Street, London, SW1E 6QP.
8. The Greater London Authority
City Hall, The Queen's Walk, More London, London SE1 2AA,
9. Barts and The London NHS Trust
St Bartholomews Hospital, West Smithfield, London, EC1A 7BE.
10. Camden and Islington Community Health Services NHS Trust
Camden and Islington NHS Foundation Trust, St Pancras Hospital, 4 St
Pancras Way, London NW1 OPE.
11. Camden NHS Primary Care Trust
NHS Camden, St Pancras Hospital, 4 St Pancras Way, London, NW1 0PE
12. Central and North West London Mental Health NHS Trust
Greater London House, Hampstead Road, London NW1 7QY.
13. Chelsea and Westminster Healthcare NHS Trust
Chelsea and Westminster Hospital, NHS Foundation Trust, 369 Fulham
Road, London, SW10 9NH.
14. City and Hackney Teaching Primary Care NHS Trust
St. Leonard's, Nuttall Street, London, N1 5LZ.
15. Great Ormond Street Hospital for Children NHS Trust
Great Ormond Street, London, WC1N 3JH.
16. Homerton University Hospital NHS Trust
Homerton Row, London, E9 6SR.
17. House of Commons / House of Lords
The House of Commons Commission, The House of Commons, London,
SW1A 0AA.
18. Islington NHS Primary Care Trust
NHS Islington, 338-346 Goswell Road, London EC1V 7LQ
19. Kensington and Chelsea Primary Care Trust
NHS Kensington and Chelsea, Courtfield House, St Charles' Hospital,
Exmoor Street, London, W10 6DZ
20. Kings College Hospital Trust
King's College Hospital, Denmark Hill, London, SE5 9RS.

21. London Ambulance Service NHS Trust
220 Waterloo Road, London, SE1 8SD
22. London Fire and Emergency Planning Authority
(for London Fire Brigade)
London Fire Brigade, 169 Union Street, London, SE1 0LL
23. London Underground Ltd and Transport for London
Windsor House, 45-50 Victoria Street, London, SW1H 0TL.
24. Metropolitan Police Service
New Scotland Yard, Broadway, London, SW1H 0BG
25. Parkside NHS Trust
Exmoor Street, North Kensington, London, W10 6DZ.
26. Riverside Community Healthcare NHS Trust
9-11 Holland Street, London, W8 4NA
27. Royal Free Hospital
Pond Street, London NW3 2QG
28. St Mary's NHS Trust
Acrow Building, Praed Street, London, W2 1NY
29. Tower Hamlets Primary Care NHS Trust
NHS Tower Hamlets, Aneurin Bevan House, 81 Commercial Road,
London E1 1RD.
30. The University College London Hospitals NHS Trust
235 Euston Road, London NW1 2BU
31. Westminster NHS Primary Care Trust
15 Marylebone Road, London, NW1 5JD.