



PROPERTY LITIGATION ASSOCIATION (“PLA”) MEMORIAL ESSAY 2020 (“Contest”) TERMS AND CONDITIONS

THE ESSAY QUESTION:

All change at the Cavendish Hotel?

Lord Sumption’s acid test to be applied in cases involving the landlord’s intention to conduct works at the demised premises in ground (f) of s30(1) of Part II of the Landlord and Tenant Act, 1954 in *S Franses Ltd v The Cavendish Hotel (London) Ltd [2018] UKSC 62* is “*whether the landlord would intend to do the same works if the tenant left voluntarily*”. Looking at this test, Lord Briggs said that where it is alleged that the landlord would carry out some lesser scheme if the tenant left voluntarily, which such lesser scheme would not be sufficient to defeat the tenant’s application for a new tenancy, it “*will probably give rise to factual questions of some nicety, incapable of resolution by the proffer of a simple undertaking to the court, as happens at present. This may introduce an element of complexity and expense into proceedings in the County Court which, for many years, have yielded to a simple technique for speedy resolution. But I can see no other way of giving effect to what seems to me always to have been the plain intention of Parliament, that a tenant’s statutory right to a new tenancy should not be circumvented by proposed works which, viewed as a whole, would not have been undertaken by the landlord if the tenant had left voluntarily*”.

What effect is the ruling having/will have on landlords who are planning to redevelop in the future and will tenants automatically allege that the landlord would carry out some lesser scheme if the tenant were to leave voluntarily even if it raises an element of complexity and expense into the County Court proceedings as envisaged by Lord Briggs?

WHO MAY PARTICIPATE: Contest is open to all current members of the PLA, with the exception of Honorary, Retired or Academic members, or any current members of the Executive Committee or Law Reform Committee.

The submission must be the original work of the entrant, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity or be otherwise contrary to applicable laws and regulations.

SUBMISSION GUIDELINES: Submissions must comply with the following guidelines:

- Members must submit their essay by email to essaycomp@pla.org.uk. Essays submitted by any other means will not be accepted;
- The name, mailing address and email address of the entrant must appear on the paper;
- Maximum word limit (strictly applied, but excluding headings): 1,500 words;
- All entries must be received by 5pm on Friday, 31 January 2020;
- The submission must be the original work of the entrant, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity, or be otherwise contrary to applicable laws and regulations;
- Content cannot promote any activities that may appear unsafe or dangerous;
- Content cannot be obscene or offensive, endorse any form of hate or hate group;
- Content cannot defame, misrepresent or contain disparaging remarks;
- Content cannot contain any material that infringes on the intellectual property rights or other rights of any third party, including, without limitation contractual rights, copyrights, rights of privacy; and
- Content cannot contain copyrighted materials owned by others.

The PLA reserves the right to disqualify any submission (or portion thereof) for any reason, in its sole and absolute discretion, including its determination in their sole discretion that a submission fails to satisfy any of the above requirements.

JUDGING PHASE: All eligible submissions received by PLA will be judged by a panel comprising one or more of the Honorary Members of the PLA and its President. In the event of a tie, the PLA Chair will have the final decision.

FINALIST NOTIFICATION: Judges' decisions are final and binding on all matters relating to this Contest. The winner will be notified via mail, email and/or phone and their prize will be presented at the dinner before the Annual Conference in Oxford on Thursday 19 March 2020.

GRAND PRIZE AWARD (1 recipient): £1,000 (one thousand pounds). Award recipients are solely responsible for all applicable tax liabilities, if any, as well as any other costs and expenses associated with award acceptance or use of the award.

USE OF SUBMISSIONS: All entrants irrevocably grant the PLA the right to edit, modify and publish any submissions on the PLA's public website and / or any trade and legal journals.

PERSONAL DATA: Any information collected from the Contest shall be used only in a manner consistent with the Consent given by the entrant at the time of submission, with these Terms and Conditions, and with the PLA's Privacy Policy which can be found at www.pla.org.uk/privacy-policy. (Such Privacy Policy is incorporated herein by reference).

Each entrant expressly agrees to the use of his/her personal information for such purpose. By participating in the Contest, entrants:

(i) agree to be bound by these Terms and Conditions, including all eligibility requirements, the Privacy Policy; and

(ii) agree to be bound by the decisions of PLA, which are final and binding in all matters relating to this Contest. Failure to comply with these Terms and Conditions may result in disqualification from this Contest.

The PLA reserves the right to permanently disqualify any entrant it believes has intentionally violated these Terms and Conditions and void their submission.

The following information will be collected from each entrant for the purpose of administering the Contest and may also be used by PLA to contact the winner of the Contest: entrant's name, mailing address and email address. The PLA will not sell, share or otherwise disclose information collected in any manner with third parties, other than those parties necessary to fulfil the above purposes, unless entrant has given his prior express consent to receive additional information from the PLA or a third party.

Entrants have a right of access to, modification and withdrawal of their personal data. Entrants also have the right of opposition to the data collection, under certain circumstances, in accordance with applicable law. To exercise such right, an entrant may write to the PLA Administrator, 11 Glenfall Street, Cheltenham GL52 2JA, admin@pla.org.uk. The PLA will take all steps reasonably necessary to ensure that each entrant's personal information is treated securely and in accordance with the PLA's Privacy Policy and these Terms and Conditions.

JURISDICTION: These Terms and Conditions are governed by English law. The courts of England and Wales shall have exclusive jurisdiction to hear any dispute or claim arising in association with the Contest or these Terms and Conditions.

PROVIDER OF CONTEST:

Property Litigation Association

Registered in England and Wales, Registration No. 05364420 Registered Office at One Fleet Place, London EC4M 7WS