

GLERA Leaseholders Group – Terms of Reference – V1.0

This is a Terms Of Reference for the Golden Lane Estate Residents Association (GLERA) Leaseholders Group.

These Terms of Reference are intended to allow Leaseholders to organise constructively within the GLERA structure while preserving the statutory and contractual rights of individual Leaseholders. The Leaseholders Group is intended to assist communication, engagement, consultation and representation on Leaseholder-specific matters, including Major Works and Service Charges.

Adopted Date: 15 Jul 2026

Naming and existence as a sub-group of GLERA:

1. The name of the Group is “GLERA Leaseholders Group”
2. The Group was setup by the Golden Lane Residents Association (GLERA)
3. The City of London recognises GLERA as the Recognised Tenants Association for Golden Lane Estate residents
4. The Group operates under these Terms of Reference and also the GLERA Constitution
5. In the event of any conflict between the GLERA Constitution and these Terms of Reference, then the GLERA Constitution shall take precedence and apply
6. If the Leaseholders Group operates outside of, or in contradiction to the GLERA Constitution or these Terms of Reference, then the GLERA Committee can hold a ballot of all Leaseholders (having documented and communicated its reasons) and based on majority vote of those who vote, decide to suspend or end its approval of the Group

Membership:

1. Membership of this Group is open to Golden Lane Estate Leaseholders only
2. Per the GLERA Constitution, all Leaseholders are considered members, but can terminate their membership by giving written notice to the GLERA Secretary
3. General membership of the Group does not mean that a Leaseholder has agreed to incur costs, take part in any formal action, accept any liability, waive any rights, or be bound by any decision unless they have expressly agreed to do so
4. The Group must have a Chair of the Group that is communicated to the GLERA Committee
5. Legal partners of Leaseholders may attend in a non-voting capacity only, unless the Leaseholder has nominated their legal partner to vote on their behalf which must be submitted in writing to the Leaseholder Group Chair. This nomination may be maintained by the GLERA Committee as part of its record keeping.
6. City of London Tenants who are in the process of Right To Buy in order to become a Leaseholder may attend in a non-voting capacity only

Purpose:

1. The Group exists to further the collective interests of Golden Lane Estate Leaseholders (both resident and non-resident)
2. The Group can with the GLERA Committee approval act as the Leaseholder voice for the GLERA Association. This means that the Group or an approved Working Party may collate and share opinions and positions on matters pertaining to Leaseholders.

Responsibility and Authority:

1. In dealing with any external party e.g. the City Of London Corporation or its officers, the Group should strive to reflect the collective interests of all Leaseholders. Individual members are entitled to express their personal opinions and positions but must make clear where their opinion or position has not been agreed by the Group or an approved Working Party.
2. Any discussion made by the Group or an approved Working Party with the City Of London Corporation on Leaseholder matters does not replace the City Of London Corporation's responsibility to consult with all individual Leaseholders. Individual Leaseholders retain all their individual rights with respect to Section 20 Consultation processes etc.
3. The Group's participation in meetings, consultation, correspondence or discussions with the City of London Corporation shall not be treated as consent to any works, agreement to pay any service charge, acceptance of recoverability, waiver of rights, or approval of a consultation process unless expressly agreed in writing by the affected Leaseholders
4. Nothing in these Terms of Reference limits, replaces, waives or compromises the individual rights of any Leaseholder
5. GLERA and it's Committee should defer Leaseholder specific matters to the Leaseholders Group

Meeting – Frequency, Notifications, Minutes and Chair:

1. The Group shall meet as and when it deems fit. This may occur only when Leaseholders determine that specific issues exist that make it worth meeting.
2. Meetings should be notified to all Leaseholders. Given that some Leaseholders are not resident on the Estate, and that GLERA does not have access to the complete list of Leaseholders, this notification can be satisfied by publishing on the GLERA website, as well as emailing to the GLERA email mailing list that Leaseholders can sign up to. This should be supplemented by requesting the City Of London Corporation to send occasional communications to all Leaseholders to make them aware of the Group and how to get in touch.
3. At the start of each meeting members will be required to make a declaration of any conflict of interest they have which are to be recorded in the minutes
4. Minutes of Meetings should be made available. This can be satisfied by publishing on the GLERA website, and/or emailing to the GLERA email mailing list that Leaseholders can sign up to.
5. Non-public or confidential information discussed in a Meeting should be redacted from any publicly published Minutes
6. Meetings must have a named Chair which is usually the Group Chair. The Group Chair may agree an alternative person to be Chair for any specific meeting if the Group Chair is unable to Chair the meeting.
7. A named person must take minutes.

8. Meetings may use online group meeting software (eg Microsoft Teams) to facilitate participation of Leaseholders who cannot make a Meeting in person, and to facilitate automatic recording and transcription (for the purposes of supporting minute taking only). Recordings and transcripts should not be circulated or made public (unless required by law).
9. Each meeting is to identify items it deems to be non-public or confidential which are not to be shared outside the meeting. Attendees are expected to leave a meeting if they do not agree to maintain the non-public or confidential nature of such information.

Decision Making:

1. The Group should strive to reflect the collective interest of all Leaseholders when making decisions
2. A Meeting can make decisions about the operation, direction or action of the Group e.g. what issues to discuss and act on, and what priority to give to those issues, and what actions to take
3. The Group may make decisions about its own activities and may adopt non-binding positions on Leaseholder-specific matters, including matters with financial implications. However, the Group may not impose financial liability on, incur expenditure for, waive rights of, settle claims for, accept liability on behalf of, or otherwise bind GLERA, Tenants, Leaseholders, Residents, the Committee or members unless authorised under the relevant decision-making process or expressly agreed by those who would be bound
4. A quorum of at least TEN Leaseholders is required for ordinary decisions relating to the administration and operation of the Group
5. For significant decisions, including adoption of formal Leaseholder positions, approval of written representations to the City, appointment of advisers, approval of expenditure, or negotiation of proposed outcomes with the City, the quorum shall be at least TWENTY Leaseholders
6. One vote is to be cast per residential unit
7. Votes cast are by the Leaseholder or their nominated legal partner
8. Decisions are by a majority of those attending and voting
9. The meeting Chair casts the deciding vote if there is no majority decision from the other voting attendees except on decisions involving expenditure, settlement, waiver of rights, or any matter which would bind individual Leaseholders. In that event a further vote should be scheduled following further discussion.
10. The minutes should record the proposal, the number of votes for vs against vs abstain, and the outcome

Working Parties:

1. The Group may appoint a set of Leaseholders to form a Working Party
2. A Working Party can be authorised by a majority vote of the Group to act on behalf of the Group, to a purpose and scope that is defined and agreed by the Group. The Working Party is bound by that purpose and scope, and for the avoidance of doubt is also bound by these Terms Of Reference for the Group
3. For the avoidance of doubt, the Working Party should strive to reflect the collective interests of all Leaseholders. Individual members are entitled to express their personal opinions and positions but must make clear where their opinion or position has not been agreed by the Working Party
4. Subject to its agreed scope, a Working Party may gather information, prepare draft responses, liaise with the Corporation, liaise with advisers, and make recommendations. A

Working Party may not incur costs, waive rights, settle matters, make admissions, or bind individual Leaseholders unless expressly authorised to do so

5. The quorum for voting within a Working Party should be decided by the Working Party and be reasonable in relation to the size of the Working Party
6. A Working Party is required to regularly report back to the Group

Adoption and Changing of the Terms Of Reference:

1. These Terms Of Reference can be adopted or subsequently changed by a majority vote of a suitably notified (i.e. to all Leaseholders) Leaseholders Group meeting, along with a majority vote of the GLERA Committee. However, no change to these Terms of Reference shall remove or reduce the protections preserving individual Leaseholder rights or confidentiality.