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#### ABSTRACT

This book is intended as a plain English guide to services at Honeybourne Gate. It also provides information about who does what, what Owners may expect and what they must pay for.

This book is prepared by Oak Retirement Ltd, the Managing Agent at Honeybourne Gate. It will be updated from time to time and each version renders earlier versions null and void.

Further information and other information sheets are available at: [www.honeybournegate.co.uk](http://www.honeybournegate.co.uk)

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## Introduction

This is a plain English guide to how things work at Honeybourne Gate. It is not intended to replace the legal documents and in the event of ambiguity, please refer to the Legal Documents. Your Solicitor should have explained them to you when you purchased and if you have queries about the legal arrangements, we recommend that you contact your Solicitor to discuss them.

If you have family or friends that you rely on, or if you know who will handle your estate after your death, then it is wise to ensure that they have seen this booklet and the legal documents and have had the chance to clarify anything they don't understand with your Solicitor. By doing this you may ensure there are no disputes should someone else need to handle your affairs for you in the future.

## The Legal Documents

In summary, the following documents describe the legal position.

### *Apartment Lease*

This document grants the purchaser a leasehold interest in a private apartment for 125 years and the right to use the communal facilities, but it also contains an obligation to pay ground rent and a share of the cost of the upkeep, maintenance and insurance of the building and services through a Service Charge. The lease may be sold on at the discretion of the leaseholder or the leaseholder's estate. The consent of the Landlord is required to ensure that apartments are sold only to older people who will be able to manage with the services that are available on site, but this may not be unreasonably withheld. When a lease is transferred a charge, called the transfer charge or transfer premium, based on the selling price is payable.

The lease sets out the legal position in respect to Transfer Charges, Service Charges and Ground Rents. You should discuss them with your Solicitor before purchasing an apartment so that they are fully understood. They form a key and binding part of the legal contract between the Leaseholder and the Landlord.

### *Articles of Association of the Owners' Company, 2 Gloucester Road (Management) Ltd*

Whilst the Landlord is responsible for providing those services at Honeybourne Gate specified in the lease this responsibility has been delegated to and accepted by the Owners' Company which is called 2 Gloucester Road (Management) Ltd. When you buy an apartment at Honeybourne Gate you will become a member (that is a shareholder) of this company until you sell the apartment. The Articles explain the objectives of the Owners' Company, how its Directors are appointed and how it will make decisions and resolve disputes.

### *Management Agreements*

These are the legal agreements that appoint the Owners Company to provide services on behalf of the Landlord, and between Rusty Oak Ltd and Oak Retirement Ltd. The roles of Rusty Oak Ltd and Oak Retirement Ltd are explained in the next section.

## Who does what at Honeybourne Gate?

### *Service providing companies at Honeybourne Gate*

Honeybourne Gate has been developed by the Markey Group of companies. The freeholder of the development is a company called Rusty Shilling Developments Ltd., (RSD for short), a Markey Group Company. In the legal documents (such as your lease) RSD is referred to as **the Landlord**.

Oak Retirement Ltd. or 'Oak' for short is a company that specializes in managing and developing Extra Care Retirement property. RSD and Oak Retirement Ltd have set up a jointly owned company called Rusty Oak Ltd., or 'Rusty Oak' for short, to provide on-site services.

The leases specify that certain services must be provided by the Landlord and be paid for through a Service Charge paid by the owners of the apartments. The Landlord has agreed that a management company owned by the owners of each apartment will be responsible for fulfilling the Landlord's obligations under the lease and, in return, it is this company that gets the benefit of the service charge. This management company is called 2Gloucester Road (Management) Ltd. and is referred to as 'the Owners' Company'. This means that apartment owners have real control over what happens at Honeybourne Gate, how their money is spent and the level of the Service Charge.

The apartment owners at Honeybourne Gate will want to retain control over the development through the Owners' Company. However, they will not want to be burdened with running a management company on a day to day basis. The Owners' Company will, therefore, need a managing agent to oversee the company's work and the day to day running of the development.

The Owners Company has, therefore, contracted with Rusty Oak to act as its Managing Agent and also given Rusty Oak authority to provide some services on-site on a commercial basis. The landlord has also given Rusty Oak authority to market new apartments and apartments that are being re-sold and the duties that are paid for from the Transfer Charge. To ensure there is complete clarity between services paid for by apartment owners collectively through the service charge and those services that are not paid for from the service charge, Rusty Oak has appointed Oak to act as managing agent to the Owners' Company in the first instance. Initially, this agreement is for 5 years from the occupation of the first apartment (October 2016). The duties of Oak and Rusty Oak are, therefore:

- Oak will act as managing agent to advise the Owners' Company on the provision of services paid for by the service charge, supervising the work of on-site staff and ensuring standards are maintained.
- Rusty Oak will provide those on-site services that are sold to individual owners on a commercial basis such as meals and carry out duties paid for from the transfer charge such as reselling apartments.

All on-site staff are employed by the Owners' Company. When they are performing duties on a commercial basis for Rusty Oak the cost of their wages are reimbursed by Rusty Oak. Rusty Oak also pays for their training and for raw materials in respect to commercial services. The Owners Company charge Rusty Oak when staff are used in this way and a careful accounting of their time is taken.

From time to time you may also see staff on site employed by the Markey Group carrying out maintenance tasks.

The intention is that apartment owners should be closely involved in the way Honeybourne Gate is managed which is why the Owners' Company has been created to oversee the day to day running of the development. Everyone who buys an apartment at Honeybourne Gate has been given one share in that company and can put him/herself forward as a Director. The initial Service Charge and the budgets for the Owners' Company was set by Oak Retirement but it is now set by the Owners' Company.

As stated above Oak Retirement will initially act as the managing agent of the Owners' Company. This appointment is for a period of five years after the first apartment is occupied. After that period the Board of Directors of the Owners' Company can either reappoint Oak Retirement, if they are happy with their work, or appoint a different managing agent.

The Owners themselves have elected four Directors of the Owners' Company and a further Director is nominated by the Landlord. The board of the Owners' Company can appoint 3 more Directors if they feel the need to bring additional assistance, help or expertise.

*Complaints, compliments and requests for assistance or service*

A Duty Manager will be on-site at Honeybourne Gate and is a reliable point of contact if you have a query or need help at any time.

The General Manager of Honeybourne Gate will also be available most working days if you have any problems. If you have any concerns or complaints that have not been addressed by the Duty Manager, then please raise them directly with the General Manager.

If you still have concerns, then please contact Oak Retirement. Contact information and information on how to make a complaint or send compliments is available at [Appendix 6: 'Compliments, Comments and Complaints Policy'](#).

## **A-Z of Arrangements at Honeybourne Gate**

### *Alarm Call System*

An emergency alarm call system is fitted in each apartment and its maintenance included in the Service Charge. Owners can communicate directly with the on-site Duty Manager at any time, day or night.

### *Alterations*

No Owner may make any alteration, replacement, adjustment or renewal to their apartment without the consent of the Landlord. Consent will not be unreasonably withheld.

This restriction is necessary to ensure that alterations are carried out to a proper standard and by qualified people, that the alteration does not have an adverse impact on the value of the apartment, or the safety of people living there and will not create a nuisance for others.

Any Owner who wishes to undertake any alteration, replacement, adjustment or renewal to their apartment must in the first instance discuss it with the General Manager. Safety and the welfare of the Owners will be a major consideration in reaching a decision. For example, only level access showers will normally be allowed. If the alteration would impact upon other Owners, when making the decision, the views of the Owners' Company will be taken into account.

When an alteration is being considered Oak will provide a free consultancy service before you take on the expense of obtaining professional advice and indicate whether consent is likely to be granted or not. If you decide to proceed with an application for consent, you will then need to obtain a written quotation and specification of the work to be done to accompany your application for consent.

Only approved professional contractors can be used otherwise consent will be withheld. The contractor chosen must also demonstrate that he/she has adequate public indemnity insurance before consent will be granted. Where appropriate safety certificates must be provided on completion and a copy provided to the Manager.

There is a form of application to be completed by the Owner which is available from the General Manager. This form must be completed, and Landlords approval obtained, prior to any work.

Owners should be aware, that if they undertake work without consent, they will be required to meet the full cost of reversing that work and total reinstatement of their apartment to the original condition.

For the avoidance of doubt, these consent arrangements also apply to any proposed addition, alteration, replacement, adjustment or renewal in the communal areas being considered by the Owners' Company.



### *Bad Weather*

When the weather is bad Owners use the roof garden, grounds and access paths at Honeybourne Gate at their own risk. Staff will endeavour to keep access paths clear of snow but will not attempt to do so until daylight hours and the snow has stopped and even then, the Owners' Company accepts no responsibility if people venture out of their apartment.

Should an Owner need shopping or to run an urgent errand the Duty Manager will do his/her best to find a member of staff to help during bad weather. In addition, if requested in good time, a member of the on-site staff will help provide support in bad weather while walking to your car or to the nearby bus-stops. All assistance is provided at the Owners' risk.

### *Care*

Care services are regulated by the Care Quality Commission.

On-site staff can provide personal care by arrangement with the apartment owner/occupier. Please see Information [Appendix 1 'Additional Services and Support'](#). This includes help with activities such as dressing, washing, etc. The Owners Company will aim to charge a price that is a significant discount over the price normally charged by external domiciliary care providers in the area.

Clinical or health care is not available from on-site staff and can only be authorised by a qualified clinician, usually a doctor or nurse. This level of care/service will need to be obtained from the district nurse or by external providers.

### *Car Parking*

Car Parking arrangements will be changed from time to time entirely at the discretion of the Owners' Company and the management team to suit the needs of the development. Currently spaces in the under-croft car park are allocated to apartment owners on a first come first served basis at no charge. Each car parking space will be re-allocated when an apartment is sold or changes occupancy or the apartment owner gives up his/her vehicle or becomes unfit to drive and, if necessary, a waiting list of apartment owners requiring an allocated space will be kept.

Owners are entitled to purchase street parking permits at a cost of £50pa for the first vehicle and £100pa for the second. The permits will be for Cheltenham Zone 12. Permits are available at [www.mipermit.com](http://www.mipermit.com) or by telephoning 0345 520 7007. You will need to quote the Council Tax number for the relevant apartment.

If required, arrangements can be made to allow owners with a street-parking permit to leave their vehicle on site and a member of staff will park it for them at the owner's risk in the nearest street with a vacant space. This service depends on the availability of staff authorised to drive an owner's vehicle at any given time and requires the vehicle to be

appropriately insured. Proof of insurance will need to be provided and kept on file by the General Manager.

Visitors can park for three hours at no cost in the Tesco Car Park. Tesco will no longer allow long term parking in their car-park.

Cars may only be parked in the marked designated spaces. Only one car per apartment should be on-site at any one time. Honeybourne Gate and the Owners' Company accepts no responsibility for damage or loss from vehicles parked on site. In addition, Owners' use the Car Park at their own risk and are advised to be especially careful in bad weather.

Owners who have an allocated parking space must use that space and not park in spaces allocated to other owners or set-aside for visitors.

#### *Communal Areas*

The use, furnishing, heating, decoration and cleaning of all the communal areas is covered in the Service Charge. The communal rooms may also be available for hire. For information, please contact the Manager.

#### *Council Tax & Water Rates*

The Service Charge covers water charges for the communal areas. Owners are responsible for the Council Tax and water charges on their own apartment.

#### *Daily Checks*

There are two ways for staff to check that an occupant of an apartment is safe and well each day. All apartment owners can indicate automatically from their apartment that they are up and about. If they do not do so by a given time, then staff will call to check on them. The second way is that staff will attempt to contact someone who has not been seen during the day. This is done by placing a courtesy call sometime after 4.00pm each day to any Owner who has not been seen by, or had contact with, staff during the earlier part of the day. It is up to apartment owners to choose which of these systems they prefer.

Should any Owner or occupier feel strongly that he or she does not wish to receive a check they are requested to sign a disclaimer, certifying that this is their wish. All disclaimers will be reviewed on a minimum 6 monthly basis and the relevant Owner or occupier requested to sign a new disclaimer should it remain their wish not to be contacted. However, if a disclaimer has been signed the Duty Manager will still respond in the event of an emergency call or if they are concerned about an Owner/occupier.

In case of an emergency it is necessary for the Duty Manager to know whether a dwelling is inhabited during the night. It would be helpful if Owners/occupiers notify the Duty Manager when they are absent for one night or more.

### *Door Chains & Locks*

Staff must be able to gain access to apartments in an emergency. Additional door security chains and locks may not be added, or locks changed to an apartment. These would prevent access by the emergency services and staff in case of an emergency and this could make the Owner liable for the cost of any resulting damage such as a fire or flood. Staff cannot enter an individual apartment and will face disciplinary action if they do so, except by invitation, or indeed, in an emergency.

### *Electric Buggies/Electric Wheelchairs*

A Buggy Store is provided. There are Health and Safety considerations and restrictions regarding the storage and charging of electric buggies at Honeybourne Gate. Owners are advised to discuss their requirements with General Manager prior to purchasing an electric buggy. It is requested that buggies are reversed into lifts to ensure the safety of others when exiting the lift. Scooters designed only for indoor use should not be used on the roads and the larger street legal scooters should not be used indoors. For the avoidance of doubt - Indoor use of the larger street ready buggies is not allowed. Owners who need mobility assistance are encouraged to obtain a light, 'indoor' electric wheelchair or buggy for use inside the building. Buggies are not to be stored in any areas that the Owners' Company designates as unsuitable. Buggies are stored / parked at Honeybourne Gate at the Owner's risk. For advice on insuring buggies, see Appendix 1.

### *Fund for Future Maintenance/Contingency Fund*

When an apartment is re-sold part of the Transfer Charge is retained to cover the cost of refurbishing and preparing the apartment for sale. The remainder is put into a fund for future repairs and refurbishment of the building including the communal areas. It forms part of the funds of the Owners' Company and is shown in the accounts. It is invested on behalf of, and can only be spent in connection with, building renovation and maintenance.

Even though this fund is for future repairs it is very much in the interest of current Owners to ensure it is maintained at an acceptable level. This will be decided by the Owners Company in consultation with a Surveyor, since the resale value of an individual apartment is adversely affected if there are insufficient funds available to carry out future repairs as they arise. Owners and prospective owners should be aware, if the Surveyor believes the fund needs increasing that an annual sum will be levied through the Service Charge.

### *Guest Suite*

There is a twin-bedded Guest Suite with an en-suite shower room. Owners may book it for their guests at a charge, the amount is currently £28 per night. The Duty Manager or General Manager make bookings, subject to availability. Any guest who causes damage to the Guest Suite will be held responsible for the cost. Should the guest does not meet the cost then the Owner/occupier making the booking will be responsible. Pets are not allowed in the Guest Suite.

### *Gym and fitness pool*

Owners and occupiers of apartments are free to use the gym and fitness pool at any time (other than when it is hired to a group for a specific purpose). **Whether or not it is supervised at that time** but always do so **entirely at their own risk**. All owners and occupiers must first obtain the approval of their doctor and sign a disclaimer indicating they have done so and accept the risks involved. An external gym operator can provide personal training and some fitness and exercise classes to residents and will give residents an induction course. The gym and pool are currently operated by RSD who pay the Owners Company a monthly fee for doing so. RSD then contract with companies to provide services, which would otherwise need to be subsidised by the Owners Company.

### *Hair Dressers*

The Hair Dressing Salon is open to the public. This service is operated by independent businesses and arrangements must be made directly with them and not via Honeybourne Gate staff. Prices and special arrangements for Owners are advertised separately.

### *Handyman*

The Markey Group will provide a Handyman Service to do work for Owners at a price to be agreed for each job. Contact may be made through the General Manager or the Duty Manager who also have information about a plumber and an electrician. The Handyman Service may not receive payments directly from an Owner. Owners are free to use any qualified professional with appropriate public indemnity insurance if they do not wish to use the Handyman Service.

### *Hearing Aids*

The building incorporates induction loops to the Communal Lounge and reception lobby. Owners can purchase an induction loop for their apartment should they wish to do so.

### *Heating*

Heating in the communal areas and servicing of communal heating appliances is included in the Service Charge.

### *Insurance*

Building insurance is included in the Service Charge. Owners must ensure they take out their own Contents Insurance. See also [appendix 2: 'Insurance.'](#)

### *Interior Design Service*

The Owners Company will obtain the advice of a professional designer to provide advice and support on all aspects of interior design work in respect to the communal areas of Honeybourne Gate, when appropriate. The cost of these services will be met by the Owners' Company.

In the event of a major refurbishment project Oak may advise that additional professional support is required but any such appointment would only be made in consultation with the Owners' Company.

### *Keys*

Access to circulation areas of the development will be controlled by an electronic door-entry system. Each Owner will be given three key-fobs. When the fobs are presented to either a wall mounted plate the door will unlock. Additional key-fobs can be provided for a charge (currently £10). Any lost key fobs should be reported to the Manager immediately so that they can be cancelled from the system.

### *Laundry*

All apartments have a washing machine however there is also a laundry room equipped with commercial washing and drying machines which can only be used by staff. Owners' can request that washing is done by the Housekeeping Assistants, for which a charge will be made unless this is done as part of the weekly service clean.

### *Maintenance & Repairs*

The Owners Company is responsible for the maintenance, repair and upkeep of all parts of the development other than the internal parts of the individual Owners' apartment. This responsibility extends to the structural parts (main walls, roofs, foundations, timbers etc) of all buildings (including the Owners' apartment) but also to the internal parts of all common and communal areas within those buildings and all external hard and soft landscaped areas.

Owners are responsible for the maintenance and repair of the internal parts of their own apartment including all individual fixtures and fittings.

Owners are also responsible for ensuring that their own apartment is maintained in good decorative order.

Under the terms of the lease, responsibility for day-to-day maintenance, repair and (where necessary) replacement of the sealed double-glazing units to the windows rests with the individual Owners.

The following are the responsibility of the Owners' Company:

- Redecoration and re-furnishing of the communal areas,
- Maintenance contracts and equipment,
- All items of building maintenance, except the glass to the windows in the private apartments.

### *Meals*

Meals are not included in the Service Charge. However, a meal will be available to be purchased at a reasonable price every day, usually at lunchtime, in the dining room. Guests are always welcome, and any special dietary requirements will be catered for individually. A meal can be taken to anyone who is unwell upon request.

Owners are asked to book meals at least twenty-four hours before they are required, but every effort will be made to accommodate late requests. Bookings for Sunday lunch are

requested to be made by 9:00 p.m. on Fridays. Meals not cancelled twenty-four hours in advance will be charged.

Morning coffee and tea will be served in the lounge at 11am at no charge. A charge will be levied other than when a free service is advertised. The vending machine in the lounge is available to Owners, at all times.

The main meal is currently £8.50 per person Monday to Saturday and £10.50 on Sunday. More may be charged on special occasions. Prices for tea, coffee and snacks will be on display.

#### *Meters*

Water meters are provided for each apartment. Electricity meters are located on each floor of the development. Owners can have their individual electricity meters read by a member of staff at any point, however all Owners are responsible for their own energy costs.

#### *Morning Call*

Any Owner who wishes to have a morning call after 8.00 a.m. should inform the Duty Manager.

#### *Notice Board*

The notice board between reception and the under-croft is for everyone's use. It is used for displaying menus, information on social events and notices regarding meetings, etc., but so that it can be kept tidy and up-to-date, anyone wishing to display a notice should consult the Duty Manager.

#### *Pets*

Owners may keep 'domestic animals' providing they are not a nuisance. They must not be taken into the communal rooms (unless they are assistance animals) and dogs must be kept on a lead in corridors. Owners must take full responsibility for the care and exercise of their pets, and dogs and cats must not foul the grounds or walkways. Any fouling must be cleaned up. If a member of staff cleans up after a pet, whether requested to do so or otherwise, a charge will be made. Any damage caused by animals, for example to décor, will be charged. Rusty-Oak can provide a housekeeping assistant to exercise animals however their time will be charged at the normal rate.

#### *Piano*

A piano is allowed in an apartment. The walls are well treated acoustically however it would be preferable if the piano is sited against an interior wall.

#### *Post Box*

A post box is situated in the reception area and is emptied after 3.00 pm daily. Stamps may be available from the Duty Manager.

### *Refuse*

There is a refuse area, which is available to the Owners although there are steps leading to it. For everyday use, most Owners will use a domestic pedal bin with plastic liners. Owners should request a housekeeping assistant to collect and remove their rubbish when required. Should the rubbish include larger or heavy items please inform the Duty Manager when requesting collection. Recycling bins are also provided, and Owners can use these if they wish or they can ask a house keeping assistant to do their recycling for them.

### *Reselling an Apartment*

Oak, on behalf of the Landlord, consents to the assignment of the lease, although that consent may not be unreasonably withheld. Should Oak believe a potential Owner would not be able to manage safely and live independently with the level of support on offer or if that person is likely to be a nuisance to, or put at risk, other owners then that consent will be withheld.

Once vacated, any dwelling must be fully cleared. Rusty Oak will arrange this if requested, however the owner, or their estate, will first be given this opportunity. Once cleared the apartment will be cleaned, and if needed redecorated and prepared for resale. A charge based on the selling price of the property is made on re-sale and part of the Transfer Charge will be used for this purpose. See *Appendix 3: 'Transfer Charge'*.

The cost of Rusty Oak marketing an apartment will be met from the Transfer Charge, so a seller does not need to employ an estate agent. A seller may, at their own additional expense, employ an estate agent if they so wish but the transfer charge remains payable.

### *Roof Garden*

The communal roof garden and planters throughout the site are maintained by the on-site staff. Owners are free to use the roof garden at any time but do so at their own risk and are advised to take precautions especially when it is wet, frosty or has been snowing.

### *Sale of Alcohol*

There is a license to sell alcohol in the lounge, dining room, atrium and roof garden so that owners, occupiers and their guests can buy drinks with their meals or at events. Alcohol can also be sold to visitors to Honeybourne Gate for events and receptions.

### *Security*

The main entrance doors are kept locked and Owners have their own key fobs. Visitors will need to contact the Duty Manager for admission by pressing the button by the front door. All visitors, including Owners' friends, relatives, carers, tradesmen etc. are asked to sign the visitors' book, both on arrival and departure. The Duty Manager will ensure that all doors are locked at dusk each evening, but Owners are asked to ensure that their own dwellings and **ALL** exits are secure every time they go out.

Owners who notice anything suspicious should contact the Duty Manager by pulling the alarm cord in their dwelling. Owners going away on holiday, even for just an overnight stay, should advise the Duty Manager.

#### *Service Charge & Ground Rent*

A Service Charge and Ground Rent are charged on all apartments. They are payable even if the apartment is unoccupied. The obligation to pay the Service Charge and Ground Rent are key terms in the apartment lease. See also appendix 4: The Service Charge.

#### *Smoking*

The smoke free law does not apply to individual properties, but if an Owner smokes, a Health & Safety risk assessment will need to be undertaken and an agreement reached with the Owner about how best to minimise the risk to staff coming into the property to carry out a service clean, or other duties. Smoking is not allowed in enclosed communal areas. Owners and residents may smoke on the roof terrace but must be careful not to cause a nuisance to other people. There is a designated smoking area adjacent to the car park for staff.

#### *Staff Cover*

The premises are never left unattended. There is at least one Duty Manager on site and on call day and night.

#### *Sub-letting*

Sub-letting of apartments is entirely at the Landlord's discretion. Normally it will not be allowed. However, at times when the housing market is depressed and re-sales are slow, and if this is causing owners or their estates undue hardship, the Landlord will consider allowing a limited number of apartments to be sub-let.

The Landlord will also consider exceptional requests at other times. Before deciding this matter, the Landlord will consult with the directors of the Owners' Company and the remaining owners and it is likely to be guided by them under these circumstances. Should the Landlord agree to an apartment being sub-let this does not imply any precedent in respect of either the particular apartment, or any other. Furthermore, the decision will be reconsidered at every change of tenancy or renewal of tenancy.

When sub-letting is allowed a monthly management fee payable to Rusty Oak must be agreed to and paid by the apartment owner.

The fee must be agreed before the landlord will give permission for sub-letting. The management fee will be at least 9% of the gross rental income although it may be higher, for example, if the rental income is expected to be below the market rate for the area. When the Landlord agrees to an apartment being sub-let the Service Charge must still be collected in addition to the monthly management fee. If the tenant defaults on the Service Charge, then the apartment owner will be responsible for making up any shortfall.



### *The Surveyor*

From time to time the Owners Company will seek independent advice from a surveyor appointed by them - see Appendix 5: 'Management Services'. Owners will from time to time be consulted under the provisions of Section 20 of the Landlord and Tenant Act 1985 (as amended). This provides that an Owners' Management Company must consult Leaseholders who are required under the terms of their leases to contribute (by payment of Service Charges) to costs incurred on qualifying works (e.g., works to the Common Parts), and where the contribution of any one leaseholder will exceed £250. Oak will be responsible for carrying out this consultation normally in conjunction with a Surveyor appointed for the purpose.

### *Telephone*

There are telephone connection points in each private apartment to enable Owners to have a private telephone installed at normal telephone company rates. Owners are responsible for installation and connection costs.

### *Television*

Each private apartment has connection points in both the lounge and main bedroom. Owners are responsible for their own television licence and subscription costs. Currently, anyone over 75 years is entitled to a free television licence.

### *Tips and Gratuities*

Staff at Honeybourne Gate are not allowed to seek or accept tips and gifts from residents nor are they allowed to borrow from or trade with residents. Please do not offer tips or gifts or offer to buy or sell anything to the staff. This could result in their dismissal. Special arrangements will be made at Christmas if residents wish to contribute to a Christmas collection for the staff.

### *Transfer Charge*

When you sell your apartment or transfer the lease a charge of 4.5% of the sale cost is made. 2% of the sale cost is used to prepare the apartment for resale with the remainder put in the fund for future maintenance. 2.5% is retained by Rusty Oak and covers the cost of managing the refurbishment, marketing the apartment and promoting Honeybourne Gate on an on-going basis. The obligation to pay the Transfer Charge is a key term in the apartment lease. Appendix 4 explains the Transfer Charge in detail including how it may be reduced if an apartment is resold within two years.

### *Window Cleaning*

The inside of the windows of the private apartments can be cleaned by the Housekeeping Assistants as part of the ordinary service arrangements. Other arrangements are made to clean the inside of the windows in the communal areas and all the outside windows. This cost is included in the Service Charge.

## **Appendix 1: Additional Services and Support**

### *Additional Services*

As well as services provided by the Owners Company and paid for from the service charge and sales and marketing related services funded from transfer charges, Rusty Oak and the Owners Company will provide some services directly to individual owners who will be invoiced monthly for services received.

These services will include provision of catering, ensuring that a hot meal is available every day in the dining room, but also catering for special events. Any losses or costs incurred in providing these services will be the responsibility of Rusty Oak and will not fall on the service charge.

A further service that will be provided commercially is personal care. The Owners Company will be responsible for supervising the delivery of these services and for ensuring they are fit for purpose and comply with regulatory standards. Liaison with CQC will be carried out by the local manager.

Any profit made by the provision of personal care is retained by the Owners Company.

### *Catering Services*

Lunch is available in the restaurant every day.

Tea and coffee will be available from the vending machine, a charge will be levied. Tea and coffee is provided at no charge in the lounge at 11am each day.

### *Assistance in the Home*

These services will include cleaning, occasional cooking in the apartment, laundry and some personal care services. Owners will receive 1.5hrs of such activity funded from the service charge but they can purchase additional support as they wish. The charge currently for such services is £15 per hour with 15minutes (£3.75) being the minimum charging period. Owners are free to obtain services in the home from any provider they wish and are not restricted to buying such services from the Owners Company.

Our aim is to support owners to live independently, including by providing them with personal care, and to provide peace of mind that there is someone available to help in an emergency:

#### ***Personal Care.***

Personal Care services are those associated with bodily functions that might require staff to make physical contact with the owner. At Honeybourne Gate these services will include assistance with dressing, feeding, washing, shaving and some aspects of toileting, as well as advice, encouragement and emotional support.

The service is registered with CQC as a provider of personal care.

Personal care will only be offered at the discretion of management and after a care plan has been agreed with the owner or his/her carers. If the manager believes that the care requested is beyond the capacity of the local team then in-house personal care will be declined although we would help with identifying another provider.

The service will NOT include medical interventions or health-care services or any services requiring the supervision of a nurse. Owners requiring health or nursing care may receive these services in their own apartment from the NHS or other qualified provider.

If an owner requires help taking medication that has been prescribed by a GP or prescribing nurse then we may do so, if the GP or prescribing nurse has approved us doing so and provided appropriate training and support to our staff to ensure we can provide this service safely.

### ***Emergency response***

A member of staff will be on-site 24 hours every day to respond to calls for help initiated through the alarm system in each apartment. If the request for help is to a medical emergency the response will be limited to calling 999 or calling for other qualified help. If an owner has fallen, the response will normally be limited to making the person comfortable while awaiting medical intervention. If a person insists on being helped up before a medical check has been carried out, then the staff member will make it clear that he/she advises waiting for a qualified responder to attend and any help offered will be at the person's risk.

## **Appendix 2: Insurance**

### *Buildings Insurance*

The Service Charge includes the cost of comprehensive insurance cover for all the business activities of the Owners Company, such as public and employers' liability, money and frozen food belonging to the Owners Company, engineering and Directors' liability as well as the contents of the communal areas and the structural parts of all the buildings at the development (including the Owners' apartments).

The Buildings Insurance covers all the usual risks, including accidental damage, but Owners should be clear that these do not include damage arising simply through wear and tear. In-built fixtures (known as Landlords fixtures and fittings) such as sanitary ware, kitchen units and fitted wardrobes as well as internal decorations within all apartments are also covered under the Buildings Insurance maintained by the Owners Company.

Owners are responsible for the maintenance of all items within the walls of their apartment as defined in the lease. If an insurance claim arises from an incident that involves an item Owners are responsible for maintaining, the cost of repair to that item will not be met by the Owners Company or the insurance. However, the insurance will cover the cost of all other damage to the building or other furniture and equipment in the communal areas, resulting from the incident that led to the claim.

Owners should contact the Manager immediately if they believe they have an individual claim on the insurance of the Owners' Company.

### *Contents Insurance for Owners*

Owners are responsible for obtaining their own policy for contents insurance, which should cover all of their personal possessions including furniture, carpets and curtains. It is important to remember that some possessions of a valuable nature will need to be declared and specified separately for the insurance company.

Even if an Owner does not feel that the value of their contents justifies the expenditure, it is strongly recommended that a contents insurance policy is taken out as it is usual that a contents only policy will also include a liability extension which will indemnify the Owner against any claims brought against them by third parties for damages they may cause whether in their own home or not.

Owners must ensure that their contents insurance covers their personal possessions for water damage through burst pipes and accidental damage.

### *Insurance for Owners' Buggies/Electric Wheelchairs*

Owners are advised that the Owners' Company insurance does not cover them for any accidents or damage either in the building or the grounds of Honeybourne Gate or outside. Owners are strongly recommended to take out insurance cover on their buggy/wheelchair that includes liability cover for the use of it by the Owner or anyone else who has permission.

This cover can usually be obtained as an extension to the Owner's contents insurance but needs to be specifically requested.

Owners use the recharging facilities for their buggies and electric wheelchairs at their own risk. The Owners' Company insurance does not offer cover.

For the purposes of this statement, buggies and electric wheelchairs are mobility equipment with a maximum speed of 8 mph and a value not exceeding £5,000. More substantial vehicles will need to be separately insured.

### Appendix 3: Transfer Charge

#### *What is the Transfer Charge?*

When your apartment is sold a Transfer Charge must be paid. The charge will be 4.5% of the price you sell the apartment for, or receive, for transferring the lease.

#### *What does the Transfer Charge pay for?*

Part of the Transfer Charge (2% of the sale price) will be used to redecorate your apartment and get it into a good state for resale and the balance is put into a fund for the future maintenance of the building.

This means the level of contribution you make while you are living in the apartment and which you pay through the Service Charge for long term maintenance costs is reduced. Sometimes, when an apartment is sold it will only need a deep-clean and some minor maintenance but, some apartments will need to be completely redecorated.

The level of work that is required will be at the discretion of the managing agent but we will do our best to ensure the right balance is struck between getting your apartments sold quickly and ensuring as much money as possible goes into the future maintenance fund. The remaining part of the Transfer Charge (2.5% of the sale price) is paid to Rusty Oak Ltd and will cover the cost of managing the refurbishment of the apartment, advance funding of the refurbishment work ahead of the sale, marketing the apartment (so you do not need to employ an estate agent or pay for advertising) and promoting Honeybourne Gate on a continuous basis to maintain property values.

Apartments in developments similar to Honeybourne Gate have proven to sell best and maintain good values when the development is continuously promoted, and we have allowed for the cost of this in the transfer charge. This includes hosting events for local organisations, inviting potential purchasers to have lunch in the restaurant, sponsoring concerts and exhibitions for the benefit of apartment owners and their guests/members of the local community who may one day be interested in becoming apartment owners. This work is funded from the Transfer Charge so that it does not have to be paid for from the Service Charge.

#### *Are there circumstances when the Transfer Premium will be waived?*

Under certain circumstances the landlord (entirely at his discretion) **may** waive the Transfer Charge. Currently the circumstances under which the charge **may** be waived are as follows:

- i) Should a re-sale occur within one year of a previous purchase/resale then the transfer premium payable will be the actual cost of preparing the apartment for resale. Additionally, 0.5% of the gross proceeds of the sale will be contributed to the Fund for Future Maintenance and 1% of the gross proceeds of the sale to Rusty Oak to cover the sale costs.
- ii) Should a re-sale occur between one and two years after a previous purchase/resale then the transfer premium payable will be the actual cost of preparing the

apartment for resale. Additionally, 1% of the gross proceeds of the sale will be contributed to the Contingency Fund and 1.5% of the gross proceeds of the sale to Rusty Oak Ltd to cover sale costs.

Should the Landlord agree that an apartment can be sub-let then a management fee will be agreed in lieu of a Transfer Charge.

*Additional services paid for from the Transfer Charge*

Rusty Oak will also provide other services funded from income from the transfer premium without further charge such as:

- Landlord approvals of alterations – no charge is made,
- Approval of potential purchasers – no charge is made,
- Obtaining benefit advice and arranging care for prospective purchasers – no charge is made,
- Providing benefit assistance for owners, for example, advice with attendance allowance applications – no charge is made,
- Issuing contracts. When appointing contractors and obtaining services including insurance – no charge is made (over and above the managing agents fee paid from the Service Charge). No commissions are accepted from any supplier either by Oak (the Managing Agent) or Rusty Oak ensuring that these companies always act in the interests of Honeybourne Gate and the apartment owners.

## Appendix 4: The Service Charge

*What is covered by the Service Charge and how do I know it is fair?*

Approximately two-thirds of the income from the Service Charge goes to pay the salaries of the staff, including the Management Team and Housekeeping Assistants, who are able to provide an extensive and comprehensive service to Owners. The Service Charge also covers the cost of the weekly one and a half hours housekeeping assistance provided to each apartment and the cost of 30 minutes per apartment to service the communal areas. The costs of all ancillary services such as external window cleaning, etc. are also met by the Service Charge.

The Service Charge also covers comprehensive insurance of the buildings and Public and Employers Liability, general routine maintenance, equipment and grounds, electricity and water charges for the communal areas and general office administration expenses, including audit and accountancy fees.

The Service Charge does not include the internal decoration, maintenance and repair of the individual apartments, nor an Owner's Council Tax, individual electricity and water charges. All of these and other costs associated with living in your own home, such as TV/phone are the responsibility of the Owners.

The Service Charge may be increased to include a contribution to the Future Maintenance Fund (Contingency Fund), which covers the cost of all major maintenance work and periodic refurbishment of the communal areas. It is intended that most of this fund will be paid for from the Transfer Charge when an apartment is resold, but if there is any shortfall in the fund then a Service Charge contribution will be levied.

In addition, the Service Charge pays for:

- All items of building maintenance paid for communally,
- The redecoration and refurbishment of the communal areas,
- Maintenance contracts and equipment,
- Regular cleaning of external windows and internal windows of communal areas.

The Service Charge is still payable should the property become vacant. (This is because the costs of running the development do not significantly decrease because one or more apartments are empty; the remaining occupied apartments would need to increase the amount they were paying to compensate for any shortfall.)

The Service Charge for each year will be agreed with the Board of Directors of the Owners' Company prior to the beginning of each financial year. Should there be any reason to propose a greater percentage increase in the Service Charge than the rate of inflation (that is the consumer price index) this would only be adopted following an affirmative vote at an Extraordinary General Meeting of apartment owners.



Quarterly accounts of the Owners' company will be presented to the Board of Directors of the Owners' Company and the annual accounts will be approved at the Annual General Meeting at which every member of the Owners' Company has the right to vote.

*Can I get help with paying the Service Charge?*

Most apartment owners will, at some time, be eligible for support of some kind. For example, Attendance Allowance is a benefit that, currently, is not means tested or taxed and is paid by the Government to people over the age of 65 who need extra help with day to day living. In essence, it is the Government's way of 'topping up' the state pension to help cover the extra cost of meeting daily care needs.

The staff, as part of their normal duties, will arrange to help any owner who requests it in making an application for Attendance Allowance, or any other benefit to which they may be entitled. In addition, Rusty Oak will offer this service to prospective purchasers of apartments in order to promote sales and re-sales.

Attendance Allowance for 2019/2020 is paid at the rate of £58.70 or £87.65 a week depending on the level of support you may need.

In addition, if you get Attendance Allowance you may also get extra Pension Credit, Housing Benefit or a Council Tax reduction.

Of course, if you do not want the staff at Honeybourne Gate to help you apply for these benefits you can make the application yourself:

Attendance Allowance helpline:

Telephone: 0345 605 6055

Text-phone: 0345 604 5312

Monday to Friday 8am to 6pm.

NB: Eligibility for benefits does not depend on you living at Honeybourne Gate.

## **Appendix 5: Management Services**

### *Oak Retirement Ltd*

Rusty Oak was appointed as the Managing Agent for the development by the landlord but has appointed Oak to act in this capacity. After five years from the date the first apartment is occupied the Owners' Company will be free to hire any other agent if it so wishes. In this capacity Oak will be responsible for acting as Company Secretary to the Owners' Company and for procuring services at Honeybourne Gate and will be answerable to the Owners' Company.

### *Rusty Oak Ltd*

Rusty Oak is the provider of services that are sold directly to individual owners or occupiers and the provider of services paid for from transfer charges. These services include providing catering and the marketing and sale of apartments.

The staff (including the General Manager and Duty Managers) are on site on a day-to-day basis. The wages of those staff when they are delivering services covered by the Service Charge is paid by the Owners' Company. The wages of those staff when they are delivering services on a commercial basis or involved in apartment sales is reimbursed to the Owners' Company by Rusty Oak.

The commercial services provided on-site by Rusty Oak include catering, but Rusty Oak is also responsible for the initial marketing of the development, for on-going re-sales of apartments and the continuous promotion and marketing of the development to help maintain property values.

### *The Owners' Company Accountant*

The Owners' Company will appoint its own accountant and Oak Retirement, as managing agent, will find and liaise with this company/person as necessary. In order to keep the cost to a minimum, Oak will be responsible for:

- Formulation of the annual budget in consultation with the directors of the Owners' Company,
- Liaising with the accountants in preparation of management accounts and statutory accounts,
- Advice to the Board of the Owners' Company on book-keeping systems,
- Obtaining advice on issues such as pensions, VAT etc as necessary.

Currently the accountant is: Burton Sweet, Cooper House, Lower Charlton Estate, Shepton Mallet, Somerset BA4 5QE

### *The Company Secretary*

In its role as Company Secretary to the Owners' Company, Oak will report to the Directors of the Owners' Company on the work which is carried out on their behalf. When decisions have to be made by the Directors, Oak will present the various options, with costs and will

also ensure that all owners and residents at Honeybourne Gate are kept informed and consulted as necessary.

#### *Owners' Company Surveyor*

The Owners' Company will employ a Surveyor when necessary to ensure that there is independent advice on property matters, and Oak will be responsible for his/her recruitment and supervision. An appropriate maintenance and refurbishment regime must be followed, and appropriate plans put in place to ensure that the Fund for Future Maintenance will be adequate to meet the long-term needs of the development.

Any repair or refurbishment needed to those parts of the building that are the responsibility of the Landlord (and, therefore, the Owners' Company) will be put in hand after consultation, when appropriate, with a Surveyor. Major projects may require the use of a Project Manager or the on-going involvement of a Surveyor. Minor and routine repairs will be put in hand by the Operations Manager under the supervision of Oak.

Markey Construction are currently taking responsibility for repairs that are the result of building defects at their own expense. A Buildmark warranty provides for serious construction defects to be put right for a further 9 years.

Markey Group will provide on-site maintenance through a facilities management contract for three years after practical completion but, thereafter, the contract will be subject to competitive tendering.

#### *Procuring Services on Behalf of 2GR (Management) Ltd*

Oak, as managing agent, will advise on and lead the procurement of services on behalf of the Owners' Company. This will include putting in place building insurance and acquiring cleaning, refurbishment and maintenance services and seeking the best price and value for money for these services. Should formal consultation with leaseholders be necessary (for example, if a service costing more than £250 per apartment is to be procured) Oak will lead this activity. Oak will also liaise as necessary with all professional service providers or advisors. This will include Human Resource Advisors, Legal Advisors, Accountants and Surveyors.

#### *General Good Order of Honeybourne Gate*

Managing Honeybourne Gate and ensuring that its owners are safe, and content is a complex undertaking. Although formally, it is the responsibility of the Owners Company and its Directors, Oak Retirement and Rusty Oak both accept a general duty of care to ensure that the development is properly managed. It will fulfil this duty by careful supervision of the local management team and by providing additional advice and assistance as may be identified from time to time.

It is also accepted that the apartment owners, and so most of the Directors of the Owners Company, are elderly and will not want to be over burdened with board duties. Oak Retirement will, therefore, ensure that the Owners' Company is given good and prompt information when decisions are needed and that all material is presented to the board with clear, plain language explanations.

## Appendix 6: Compliments and Complaints

### *Compliments, Comments & Complaint Policy*

We want Owners to receive the best possible service, and their compliments, complaints, comments and suggestions are always welcome.

Should an Owner or their relative become unhappy with something that has been done or failed to be done, then this will be investigated, and any reasonable criticism will be addressed.

In most cases the problem or complaint will be resolved directly with the member of staff providing the service. Should an Owner not be satisfied that the matter has been resolved, he or she can take things further by using the Complaints Procedure.

### *Complaints Procedure*

The aim of the procedure is to protect the rights of everyone who lives at Honeybourne Gate by encouraging a fair and open resolution of individual problems. It also assists in the overall improvement of service by providing information about our performance and the quality of services and helps identify where we can make improvements. If the complaint is regarding the Honeybourne Gate Operations Manager, then the matter will be dealt with by Oak.

#### • Stage One (Informal Process)

Where a complaint is made to any member of staff, it is the duty of that person to try to resolve the problem as quickly as possible. If they are unable to do this themselves, or with the support of the Duty Manager, they should make sure the complaint is reported to the General Manager. A record should be made of all complaints and the complainant advised of who is dealing with the problem. This will be done within 1 working day of the complaint being received.

The Operations Manager will acknowledge any complaint passed to him/her within 5 working days of receipt and will contact the complainant within 7 working days after its receipt to establish the cause of dissatisfaction, and then take action to deal with it appropriately.

Should it not be possible to reach a solution with the complainant, for whatever reason, an explanation should be given and the complainant advised of their right to a formal stage two investigation of their concern.

The Operations Manager dealing with the complaint will keep a written record of the complaint and action taken.

Complaints at this stage should be resolved within 28 days of receipt, but where this is not possible the complainant will be kept informed of the reason for delays and the action that is being taken.

- Stage Two (Formal Process)

Should an Owner wish, their complaint can be investigated more formally. This is stage two of the Complaints Procedure. The Owner can ask for this if he or she is not satisfied with the response at stage one of the Complaints Procedure, or can ask for this from the beginning. The Owner does not have to go through stage one if he or she does not wish to do so.

At stage two we will aim to deal with the complaint within 28 days. If this is not possible, we will explain the reasons for the delay and agree a timescale with you for a full response. Complaints at this stage should be sent to Oak Retirement in the first instance:

Stephen Ladyman, Director  
Oak Retirement Ltd  
Manzano, St Mary's Lane  
Pilton, Somerset  
BA4 4BD  
Tel: 01749 899510    Email: [info@oakretirement.co.uk](mailto:info@oakretirement.co.uk)

Those unable to put their complaints in writing can telephone Oak Retirement and their complaint will be put in writing by the person receiving the call. Alternatively, a member of the management team at Honeybourne gate will assist the complainant in writing down their complaint. In such circumstances the person putting the complaint in writing will allow the complainant the opportunity to comment on what has been written down and obtain their formal agreement that what is written is an accurate statement of their view. The complaint will be investigated independently of anyone who may be involved in the issues or actions that are subject of the complaint.

Complaint Form

Name:	Address:
<p>Details of comment, compliment or complaint (please include dates, times, names of individuals concerned), continue on a separate piece of paper if necessary):</p>	
<p>Has the comment, compliment or complaint previously been reported and, if so, when and to whom?</p>	
Signature:	Date:
<p><i>office use only</i></p>	
Received by:	Date:
Acknowledgement sent:	Date:
Recorded in Complaints / Compliments Register?	Date: