



V4ii: 18/02/2021

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

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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?

The Management Companies

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 'RO' 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 RO to act as its managing agent and also given RO authority to provide some services on-site on a commercial basis. The landlord has also given RO authority to market new apartments and apartments that are being re-sold and the duties that are paid for from the Transfer Charge. RO 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). In summary, the duties of Oak and RO 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.
- RO will provide catering services and be responsible for the sale and resale of apartments.

All on-site staff are employed by the Owners' Company. When they are performing duties on a commercial basis for RO (such as preparing meals) the cost of their wages are reimbursed by RO. RO also pays for their training and for raw materials in respect to commercial services. The Owners Company charges RO when staff are used in this way.

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

Owners' Company – Board of Directors

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 in particular assistance, help or expertise.

The Management Team

The management team at Honeybourne Gate is led by the General Manager. The General Manager is also the 'registered manager' with the Care Quality Commission for the provision of personal care services

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

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.

We are always looking at ways that we can improve our service and value suggestions. There is a suggestions box located in the lounge.

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

Please note at the time of publication special arrangements may be necessary to deal with Covid-19 guidelines and to implement measures to combat the spread of infection. As a result some arrangements are subject to last minute change at short notice. Newsletters will be sent round to all apartments regularly with up-to-date guidelines and posters will be prominently displayed in elevators and reception. Some information can be sent via email if preferred, please ensure that we have your up-to-date email address.

If you would like an advocate or someone that has power of attorney for you to receive this information on your behalf, please let the General Manager know and they can be included in any communication.

Useful contact details:

Reception: 01242 233694

Email: HGFfrontdesk@oakretirement.co.uk

General Manager: julie@oakretirement.co.uk

Managing Agent: info@oakretirement.co.uk

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

Owners may only make alterations, to their apartment with the consent of the Landlord. Consent will not be unreasonably withheld. This includes replacing equipment or making permanent adjustments within the apartment.

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, the views of the Owners' Company will be taken into account when making the decision.

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 or inclement weather

Owners use the roof garden, grounds and access paths at Honeybourne Gate at their own risk. During bad or inclement weather, 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. The Owners' Company accepts no responsibility if people venture outside 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.

Barbeques

Barbeques are not permitted on balconies or patios. It may be possible to have a barbeque on the roof garden with prior discussion and risk assessment with the General Manager.

Care service

Care services are provided by on-site staff employed by the Owners' Company and are regulated by the Care Quality Commission.

Personal care can be provided by our team of well trained and sensitive carers, following discussion and agreement of a care plan with the owner and Care Manager. Personal Care includes assistance with activities such as getting ready for the morning, preparing

medication and meals, shopping. Staff can work closely with other healthcare providers (General Practitioner / District Nurse) as required. The care plan will include a time for each scheduled care visit and staff will try to run to time (on occasion care staff may be delayed whilst responding to an emergency situation and your patience is appreciated). Additional calls will be responded to as soon as possible although there may be a delay. To request a change to the care plan / scheduled times, please speak to a Duty Manager. Changes cannot be guaranteed as schedules and staff rotas are produced a month in advance, however every request will be considered carefully.

The Owners' Company charge a price that is a significant discount over the price normally charged by external domiciliary care providers in the area. See tariff charges. Please see Information Appendix 1: Additional Services and Support.

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 from 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 undercroft 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.

At the time of publication, owners are entitled to 2 street parking permits for neighbouring streets and 50 visitor vouchers. Previously, they were charged for at £60pa for the first vehicle and visitor vouchers were available at a cost of £12 per set of 10 and up to 50 could be purchased in a year. It is not known if the Council plan to revert to charging in the future. Carers permits are free. The permits will be for Cheltenham Zone 14. Permits are available at www.mipermit.com or by telephoning 0345 520 7007. You will need to quote the Council Tax number for the relevant apartment.

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. Four hours free parking is available at certain times in local streets. Please ask your visitors not to park in the undercroft 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 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 allocated for visitors.

CCTV

Some areas including the gym and fitness pool have CCTV in use. CCTV is not routinely monitored by staff unless there is an incident where footage may be used to aid any investigation.

Communal Areas

The use, furnishing, heating, decoration and cleaning of all the communal areas is covered by the Service Charge. The communal areas may also be available for hire. For information, please contact the General Manager. Note: Arrangements for using the communal areas are subject to Covid-19 restrictions.

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

All apartment owners can indicate daily from their apartment that they are safe and well. If they do not do so by a given time, then staff will call to check on them.

Should any Owner or occupier not wish to receive a check they are requested to sign a disclaimer, certifying that this is their wish. All disclaimers will be reviewed yearly. However, even 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. It would be helpful if Owners/occupiers notify the Duty Manager when they are absent for one or more nights.

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/Bicycles

A Buggy Store is provided for storage of buggies, wheelchairs and bikes. There are safety considerations and restrictions regarding the storage and charging of electric buggies at Honeybourne Gate. Owners are advised to discuss their requirements with the General Manager prior to purchasing an electric buggy (please consider whether an indoor or outdoor buggy is required?)

- Buggies should be reversed into lifts to ensure the safety of others when exiting the lift.
- Buggies designed only for indoor use should not be used on the roads and the larger 'street legal' buggies should not be used inside Honeybourne Gate

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 2: Insurance

Fire Safety

Each apartment has a sprinkler system fitted, the sprinkler heads must not be removed / decorated over or tampered with. The system will be inspected yearly as part of the service charge. Heat and smoke detectors are located within each apartment and if activated, alert the Duty Manager. If a fire alarm is ringing in an apartment it is because the heat or smoke alarm has been triggered. The Duty Manager will speak to you on the intercom to see if you need assistance or whether it is a false alarm (burnt toast is the common culprit! Put on your extractor fan, open windows and waft smoke outside. The alarm will not be cleared until the smoke has been dispersed. The Duty Manager can assist with this).

In case of a fire in an apartment – owners should make their way out of the apartment and move towards the stairs by the lifts (break the glass on the fire alarm point by the stairwell entrance or ring 999 for the fire service). Staff will come to assist you.

Honeybourne Gate has a 'stay-put' fire policy. Generally, you will not hear a fire alarm from the communal areas in your apartment. If you are in a communal area and hear the alarm, make your way to the nearest fire exit. If you are able to use the stairs make your way down to the lounge and wait for instruction from staff or the fire service. If there is a fire near the lounge or on the ground floor, make your way out of the nearest fire exit.

In a genuine emergency where owners need to evacuate their apartment, the Duty Manager will announce this over the intercom to all apartments. Please do not use the intercom at this point as it prevents further announcements from being made. The message will be repeated several times. If you need assistance to evacuate, alert staff or the emergency services.

Fire alarms are generally tested each Thursday morning. Please do not prop open fire doors or block fire exits.

The external fabric of the building must not be breached as it might impact the fire integrity of the building. This means that hanging baskets, washing lines, etc or other fixtures cannot be installed on balconies or terraces.

Fund for Future Maintenance/Contingency Fund

When an apartment is re-sold part of the Transfer Charge (see appendix 3) 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 ongoing planned 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, if necessary, 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 Owners' Company believes the fund needs increasing then an annual sum will be levied through the Service Charge.

Guest Suite

[these arrangements maybe restricted to meet Covid-19 guidance]

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 £30 per night. The Duty Manager can make bookings, subject to availability. Any guest who causes damage to the Guest Suite will be held responsible for the cost. Should the guest not meet the cost then the Owner/occupier making the booking will be responsible. Pets are not allowed in the Guest Suite. There is a maximum stay of 3 nights. Please note that bookings maybe cancelled at any time, for emergency purposes.

GoCardless

Service charges and bills for additional services including catering, housekeeping and care must be settled using a direct debit system called GoCardless. GoCardless is an online system that requires a mandate to be completed authorising the collection of direct debit payments from a bank account. All owners and residents must agree to settle payments this way.

Charges will be added to GoCardless 3 days after the invoice is issued. GoCardless sends an email each time a charge is added. Funds are collected 5 days later. Incorrect invoices can be challenged during this time. If an incorrect payment occurs then repayment will be made either by cheque or by online transfer to a bank account and not via GoCardless.

Gym and fitness pool

[these arrangements maybe restricted to meet Covid-19 guidance]

Owners and occupiers of apartments are free to use the gym and fitness pool during the day (other than when it is hired to a group for a specific purpose). Use of the gym and fitness pool is at **entirely at a person's own risk**, a disclaimer must be signed prior to using the gym or pool indicating that this is understood and that risk has been accepted. We use an external personal trainer to provide personal training and some fitness and exercise classes to residents and can give residents an induction course.

Hairdresser

[these arrangements maybe restricted to meet Covid-19 guidance]

The Hairdressing Salon is open to the general public. This service is operated by an independent business and arrangements can be made directly with them. Prices and special arrangements for Owners are advertised separately.

Handyman

A Handyman Service is available to do work for Owners at a price to be agreed for each job. Contact may be made through the Duty Manager who also have information about a plumber and an electrician. 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.

Housekeeping and/or laundry services – 1.5 hours per apartment per week

Owners may choose to have housekeeping (basic clean of their apartment) and / or laundry (wash / dry / iron of 1 load of washing). If owners leave washing up / recycling / specific tasks to be carried out – this will be done in the allocated time and other tasks may not be completed (e.g. if washing up is left for housekeepers they will not have time to complete a full clean). Please discuss priorities with staff but remember that the overall time must be the same. Additional time can be booked and paid for.

Deep or Spring cleaning / carpet cleaning etc. can be booked at an additional 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.

Invoices and bills

Charges for care, meals and drinks will be invoiced monthly. Payments must be made using the direct debit system 'GoCardless'. Invoices will be sent out at the start of the month and you should contact the Duty Manager as soon as possible if there are queries about the invoice. To allow for this the charges will be only added to GoCardless 3 days later and GoCardless will collect the funds five days after that. If an error has been made then the repayment be made by cheque or, if you prefer, directly into your bank account.

Keys

Access to communal areas of the development are controlled by an electronic door-entry system. Each Owner will be given three key-fobs if required. When the fobs are presented to a wall mounted plate the door will unlock. Additional or replacement key-fobs can be provided for £10 each. Any lost key fobs should be reported to the Duty 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 inside 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 communal areas 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 and for keeping it 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

[these arrangements maybe restricted to meet Covid-19 guidance]

Meals are not included in the Service Charge. However, a 3-course lunch will be available to be purchased every day in the dining room (or delivered to an apartment). Guests are welcome. Special dietary requirements will be catered for by prior agreement. A meal can be taken to anyone who is unwell upon request.

Owners are asked to book meals during the preceding week although every effort will be made to accommodate late requests. Please let the Duty Manager know if you would like a weekly menu delivered to your apartment, otherwise a copy of the menu (and order forms) are available in reception. Meals not cancelled twenty-four hours in advance will be charged for.

Complimentary morning coffee and tea will be served in the lounge at 11am (subject to Covid-19 restrictions). A charge will be levied other than when a free service is advertised. The vending machine in the lounge is available to Owners (please use the honesty sheet to record drinks taken).

Prices for tea, coffee, snacks, and main meals (including special events) will be on display.

Meters

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

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 and damage paid for. 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. A housekeeping assistant can be booked to exercise animals however their time will be charged at the normal rate – bookings must be made in advance with the Duty Manager.

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 5.00 pm daily.

Refuse

There is a refuse area, which is available to Owners although there are steps leading up to it. There is also an accessible re-cycle bin area next to the undercroft. Each recycle bin is clearly labelled for plastic, glass and cardboard etc. Owners can use these if they wish or they can ask housekeepers to do their recycling for them within their allocated weekly housekeeping time (this includes removal of food waste / cleaning of food caddies etc).

For everyday use, most Owners will use a domestic pedal bin with plastic liners, that can be emptied as part of their weekly housekeeping time. Should the rubbish include larger or heavy items please inform the Duty Manager.

Reselling an Apartment

Oak, on behalf of the Landlord, has to consent 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 staff and volunteer Owners. 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. Owners are politely requested not to leave parasols unattended, and not to use them at all in windy conditions. A member of staff can be summoned by using the 'call manager' button located in the lift lobby to the roof garden.

Sale of Alcohol

There is a licence 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

All external doors should be kept locked and Owners have their own key fobs for entry. Visitors will need to contact the owner in their apartment for entry or the Duty Manager for admission by pressing the button by the front door. All visitors, including Owners' friends, relatives, tradesmen etc. are asked to sign the visitors' book, both on arrival and departure, this includes using the NHS Test and Trace app (Covid-19 restrictions apply). Owners are advised 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 apartment. 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 in the event that 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 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 is payable. 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 be included in the rent and passed on to the Owners' Company. If the tenant defaults on the Service Charge then the apartment owner will be responsible for making up any shortfall.

The apartment owner is responsible for all alterations or repairs required by the tenant and for maintaining the apartment in good decorative order. When the tenancy ends, the apartment owner must meet the cost of cleaning and, if necessary, redecorating the apartment.

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.

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 3 explains the Transfer Charge in detail including how it may be reduced if an apartment is resold within two years.

Window Cleaning

The inside windows of apartments can be cleaned privately by the window cleaning company (they charge £10.00 per apartment) All other windows are cleaned regularly as part of the Service Charge.

Appendix 1: Additional Services and Support

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 £17.50 per hour during the day and £19.50 per hour between 8pm and 7am with 15minutes 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. Any 'profit' from the provision of these services is retained by the Owners' Company.

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 Owners' Company 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. VAT is charged on all or part of the transfer charge in line with current rates and regulations.

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 reduced?

Under certain circumstances the landlord (entirely at his discretion) **may** reduce the Transfer Charge. Currently the circumstances under which the charge **may** be reduced 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 charged in lieu of a Transfer Charge whilst the property is rented. This charge is set out in the lease and will be at least 9% of the gross annual rent. If a property that is rented is subsequently sold, the full transfer fee is payable at 4.5% of the sale price.

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 with the service charge.

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 2020/2021 is paid at the rate of £59.70 or £89.15 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 Operations Manager, Customer Satisfaction 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 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 as to why this is so 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

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: