

PHYLLIS COURT RESIDENTS'

ASSOCIATION LIMITED (PCRA)

INFORMATION FOR RESIDENTS INCLUDING MEMBERS, THEIR MANAGING AGENTS & TENANTS



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Information for Members, Tenants and Managing Agents Document

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There are 3 sections as follows-

SECTION 1. BASIC INFORMATION

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This section provides the basic information required by all members, such as Basic Management, Lease conditions, use of Communal areas and Health and Safety matters. It is expected that members, especially new members and tenants, will broadly familiarise themselves with the information provided to them in Section 1 which is ESSENTIAL, and access other specific information as they need to.

SECTION 2. SPECIFIC SUBJECT INFORMATION

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This section provides detailed information on specific subjects which members can refer to as the need arises. As the information changes on a particular subject only the relevant section will be updated.

SECTION 3. MAJOR PROJECT INFORMATION

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This section provides information on the Major Project activities. Further information will normally be provided once a year in the autumn in preparation for the AGM.

SECTION 1. BASIC INFORMATION.

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SECTION 1. BASIC INFORMATION

1. INTRODUCTION

The Phyllis Court Residents' Association Ltd (PCRA) is a private limited company and as such broadly operates on the basis of the information laid down in the legal documents –the Memorandum of Association and the Articles of Association. In addition the PCRA owns the Head Lease while the members own the Under leases, again legal documents which lay down the conditions, obligations and constraints which largely define the way in which the activities of the PCRA are carried out in maintaining the estate. However these legal documents are quite complex to comprehend fully and whilst all members are encouraged to familiarise themselves with them, they do not in any case, cover all the aspects that members may need to be aware of. To help in understanding the effects of the above legal documents this document covers the more important Lease conditions and how they are interpreted as well as providing supplementary information. It is hoped that all residents whether members or not will find this information to be useful. Please note: Members/Leaseholders/Dwelling holders do NOT own the Freehold of their flats, they own the right to occupy the flat for the term of the lease but only under the conditions as laid down in that lease.

1.2 GENERAL MANAGEMENT ASPECTS

1.2.1 Background

The Freeholder and Landlord is Phyllis Court Club, which owns the land on which the Estate is built. Overall Management policy is set by the Directors of Phyllis Court Residents Association Limited, which is a private company limited by guarantee. Dwelling holders, as owners of an under lease, are the only members of the company, the AGM of which is held annually in the autumn. It follows the estate is under the control of members with the Head Lease being owned by the PCRA as immediate landlord. In recent years the responsibilities placed on the Directors have become more onerous partly because of the various legislative changes that have and are continuing to occur, partly because all Directors have the same responsibility under the law, whatever the size of the company and partly because of the responsibility to keep the estate safe, secure and in good repair as far as possible.

To enable this to be done effectively, without putting too heavy a burden on the voluntary and unpaid Directors, necessitates the use of competent Managing Agents, currently Chaney's Chartered Surveyors. The Managing Agents provide a basic service for a 'fixed' fee, which deals primarily with day to day matters. However, if required, they can carry out more complex tasks which would further reduce the load on the Directors but for extra fees. The Directors deal primarily with setting strategy, setting service charges, overseeing finance control and controlling major project activities.

1.2.2 Basic Information

1.2.2.1 The Managing Agents

Their role is generally to deal with the more routine matters, such as issuing the Quarterly Maintenance Charges (see later) collecting payments, dealing with membership certificates, pay regular bills, handle routine / minor maintenance tasks, deal with member's requests for changes to their flats and enforce lease conditions. They also deal with the end of year accounts liaising with the accountants, notify Companies House of changes in members and Directors and provide advice to the Directors on government regulations, including health and safety matters. They can use a solicitor and a building surveyor as appropriate.

1.2.2.2 The Directors

Their role is primarily to set the level of Maintenance Charges, set up long term expenditure plans, monitor estate deterioration, initiate relevant professional surveys, determine major project content and timing, authorise their go-ahead, make decisions on any member's requests for improvements (internally or externally), authorise any Lease enforcement action, consider any letting requests from Leaseholders, consider Health and Safety issues, deal with complaints and report to members at the

AGM. Professional help will be used where the Directors do not have the required skills. To carry this out will generally involve 4/5 board meetings a year and the AGM. These meetings may need to be supplemented with Special Meetings when required.

1.2.2.3 Expenditure

All expenditure incurred on communal activity, including routine repairs, is recovered equally from all flat owners via the Quarterly Maintenance Charges (QMC's). These QMC's (being paid in advance) which are to cover the costs for each quarter commencing on the relevant quarter day, are presented to the members around the beginning of each quarter (normally on 1st April, 1st July, 1st October and 1st January). At the same time an 'Income and Expenditure' document is provided giving details of both the expenditure incurred in the previous quarter and the year to date expenditure against the budget. Further information is given in SECTION 2. It is a requirement of the lease that the above charges will be paid by members within the 14 days allowed by the conditions of the lease. Directors have the option to impose penalty charges for late payment: (see SECTION 2.2 for details). It should be noted that, apart from the flat itself, some items, notably individual flat windows and doors including garage doors and frames, being part of the demised premises, are the responsibility of the respective Leaseholders, i.e. members of the PCRA.

1.2.3 Guidance for Members

1.2.3.1 Members Needs regarding Maintenance

A major part of the service provided by the Managing Agents is to deal with small repairs and maintenance jobs such as leaking gutters, wasp's nests, broken paving slabs, lighting failures, communal locks, blocked drains, aerial system failures etc. If members have such a problem they should call the Managing Agents (see SECTION 2.1 for contact details). The Managing Agents will also help members, if they have problems internal to their flat that are difficult to deal with, but only by suggesting appropriate repair organisations. It is the responsibility of the member to deal directly with such organisations and settle the account.

1.2.3.2 Members Needs regarding Flat Alterations

Any member considering making alterations to their flat (and certainly those which require or may require written permission under lease conditions) **BEFORE** making any such decisions should contact the Managing Agents, who will consult with the Directors if deemed appropriate. (For more details see SECTIONS 2.6 to 2.9).

1.2.3.3 Members Needs regarding Enquiries

Any member with a question, for example, on expenditure, should initially, contact the Managing Agents. (Who will consult with the Directors where necessary)

1.2.4 Gardening and Cleaning Activities

The Company currently employs a team of gardeners and cleaners to undertake routine maintenance to the grounds and common areas. Under no circumstances should residents give the team any instructions. Any complaints suggestions or observations should in the first instance be made to the Director responsible for gardening.

1.2.5 Complaints Procedure

If a member has a complaint, other than gardening, they should approach the Managing Agents in the first instance. If the matter cannot be resolved they should then put the complaint in writing to the Board Chairman, who will raise it with the Directors. If the matter cannot be resolved by the Directors then an opportunity will be given for the member(s) to have a direct discussion with the Board. If the matter were serious enough that the requisite number of members wished to call an Extraordinary General Meeting (EGM) then two opportunities would be offered by the Board for a meeting to attempt to resolve the issue(s) before an EGM was actually called.

1.3. LEASE CONDITIONS

1.3.1 Introduction

One fundamental condition (see Underlease Clause 6.1) is that the Landlord (now the PCRA) covenants with the tenant (the Leaseholder) that, provided the Leaseholder pays the rent and performs and observes the covenants on the part of the Leaseholder, the Leaseholder may peaceably and quietly hold and enjoy the demised premises without any interruption by the Landlord/PCRA. In addition, the Head and Underleases contain covenants and a Schedule of Regulations (which can be added to by the PCRA Directors), which residents may choose to retain in safe keeping so that details may not be readily available. However members are reminded that it is their responsibility, and theirs alone, both to be familiar with and to follow all Lease Conditions.

1.3.2 PCRA Maintenance Responsibilities

In essence there is a common covenant to which all members must subscribe. This is formulated in such a way that, provided a member pays the charges in advance (the QMC's) as they become due every quarter the PCRA Directors will make the necessary arrangements for maintenance or repair or refurbishment/replacement to be carried out. This may be done either directly, in conjunction with the Managing Agents or by the Managing Agents. In any case it is the elected Directors who take responsibility for the covenant being adhered to, both with respect to themselves and to the members. Basically all elements of the estate which are provided for communal use (i.e. for two or more flats) are covered – the roofs, main walls, foundations of each block, the garage blocks, the lodge, the grounds including roads, paths and gardens, pipes, wires, sewers and fences. SPECIFICALLY EXCLUDED are the individual flat entrance doors, door frames and windows of each flat. In addition the garage doors and door frames are also excluded. It should be noted that the responsibility for the door frames is not specifically mentioned in the leases but is nevertheless clearly covered by two clauses in the underlease. These are Clause 2(4)-see Section 2.6 and Clause 4(1)-see Section 2.5. The standards to which the maintenance is to be carried out are laid down in the lease as:

- Well and substantial at all times as appropriate for high-class residential accommodation.
- Plus external and internal (communal areas only) decoration at specified intervals – 4 years and 3 years respectively.

For further details see SECTION 2.5, 2.7 and 2.8 of this document.

1.3.3 Members Maintenance Responsibilities

In essence each flat Leaseholder is responsible for maintenance of the inside of their flat plus, the windows and external doors and frames (including garage doors and frames) that are for the sole use of their flat. With specific regard to door frames, see the EXCLUSION above in 1.3.2. The standards to which the maintenance is to be carried out are laid down in the lease as:

- Well and substantial at all times.
- Decoration at a specified interval – 5 years.

It should be noted that either the Freeholder (PCC) or the PCRA can arrange for an inspection and, if necessary, specify and carry out any required repair. Underlease clauses 2 (7) and 2 (8) apply. For further aspects see SECTION 2.6 of this document.

1.3.4 Lease Conditions Affecting Flat Changes – External and Internal

The main conditions are covered in SECTION 2.6. In addition details are given in SECTIONS 2.7, 2.8 and 2.9 regarding the requirements laid down for members to carry out any work they may require.

1.3.5 Communal Aerial Systems/External Cabling Provision.

SECTION 2.14 provides information on the background, technicalities, fault determination, tuning options, extensions and possibilities for the future regarding both TV/radio facility provision and other needs – telephone, electrical, computer link, security etc. However members should be aware there are some major restrictions as follows-

1. No external provision by individual residents of cabling (or aerials) for any purpose whatsoever will be allowed. Removal will be enforced.
2. All residents or their agents are expressly forbidden from interfering in any way with the communal system up to and including the faceplates located in their flat. Any changes or repairs can only be carried out by the registered supplier at the request of the Managing Agents. Despite these (Lease) restrictions virtually all needs can be provided, often by means that do not require cabling, internal or external. It is the Directors' intention to help residents to obtain the facilities they want in a way that meets both Lease conditions and member's expectations, as to the environment in which everyone lives.

1.3.6 Underletting

Underlease Clause 2(12) states

'Not to assign or transfer part only of the demised premises nor to underlet or share the possession or occupation of the demised premises or any part thereof or suffer any person to offer to buy or use the demised premises or any part thereof as licensee. Provided always that the landlord will not unreasonably withhold consent to an underletting of the whole of the demised premises. 'SECTION 2.15 provides information regarding PCRA requirements which are considered to be reasonable for you as a Landlord and your Letting Agent NOTES:

1. The PCRA or their appointed Agent can enter the demised premises at all reasonable hours during the daytime to view the state and condition of the same, provided a minimum notice of 24 (twenty four hours) is given. Underlease Clause 2(7) applies.
2. A charge will be payable to the Managing Agent for acting on behalf of the PCRA in dealing with the specified underletting requirements-see Section 2.15 for further details.

1.3.7 Underlease Regulations

These are laid down in the Underlease Clause 2(16) 'To observe and perform the regulations set out in the Schedule hereto and such other reasonable regulations as the (PCRA) may, from time to time, make for the proper management as high-class residential premises of the Building.' The main ones that apply are given in SECTION 2.3 N.B. See also SECTION 2.2 for a selection from the Schedule to the Lease, By-laws and resolutions that have been recently passed.

N.B Observance of the clauses about obstruction and parking are important to preserve good relations with the Club specifically during the Royal Regatta. The main drive must be kept clear of cars as much as possible during the five days of the event.

1.3.8 Lease Enforcement Action

The Lease conditions are many and varied and as might be expected given the many years which have elapsed since the leases were granted, some are really no longer appropriate. Certainly they could do with a major overhaul but as this requires unanimous approval from all 45 Leaseholders it would be a very long and costly process. This leaves the Directors in a difficult position which of necessity involves the exercise of judgement. Accordingly the Directors have decided to focus only on the most important which, in particular, affect either the value of members' property or their enjoyment of that property.

1. Those, which affect the external style, appearance and conformity including the ban on external cabling.
2. Those, which require written permission, especially to carry out changes to the flats (external or internal).
3. Those that affect the peaceful enjoyment by members of their property.

4. To ensure that any repair activities are carried out to the high standards required by the relevant Lease conditions.
5. Those which affect safety.
6. Those regarding under letting by dwelling holders.

It should be borne in mind that failure to follow the conditions could lead to enforcement by appropriate means. However, over the years it has generally been the case that most requirements of residents can be met without breaking Lease conditions.

1.4. COMMUNAL AREA MATTERS

1.4.1 Communal Gardens

A team of gardeners handle the routine maintenance of communal areas, which are for the benefit of all residents. For further details see SECTION 2.10.

1.4.2 The Halls, Stairs and Landings

A cleaning team is employed to ensure these areas are kept clean and tidy. Underlease Schedule Item 5 also applies. A set of guidelines is provided in SECTION 2.8 to preserve the communal hallways and stairs during building work. Underlease Schedule Item 8 also applies.

1.4.3 Utility Rooms and Waste Disposal

Storage of personal items in the Utility Rooms is effectively banned, a matter that also now comes under recent Health and Safety legislation regarding fire risk. For details see SECTION 2.3- Regulation 25. Residents are responsible for their own gas meters together with electricity consumer units and meters but the PCRA does take responsibility for all water supply components (located in the communal areas) up to the entry point to each flat. NB. Previous Directors allowed the Leaseholders themselves to install water meters- hence the widely differing systems and locations. PCRA now takes responsibility for any problems but again only for those located in communal areas.

1.4.4 Roof Spaces

Underlease Clause 4 (7) applies: ‘ or of any defect in the mains water supply whereby the PCRA will remedy any defect with reasonable speed once it is reported to them for all water supply equipment up to the point of entry to each flat.’ Underlease Schedule Item No. 26 also applies – see SECTION 2.3 for details. If residents are considering carrying out any changes to their flats they must contact the Managing Agents before carrying out work in the roof space. Because of the cramped and difficult conditions in the roof spaces, approval for the addition of water containing equipment will be given only for requirements essential to the work in the flats – see SECTION 2.7. However any members contemplating changing their Central Heating should refer to SECTION 2.2 where a resolution has been passed that any upgrade should be one **that does not require water storage in the roof space.**

1.5. HEALTH, SAFETY AND SECURITY MATTERS

1.5.1 Fire and Asbestos

With an increasing emphasis on safety and security matters, mainly because of a variety of Government Regulations being enacted, the Directors will continue to review these aspects. They have commissioned surveys (and will continue to do so, as necessary) in the communal areas, on aspects such as Asbestos location and identification, Fire Safety and Electrical Installations. Because of the changing nature of these regulations and any consequent necessary actions to keep up to date members should refer to SECTION 2.11.

1.5.2 Security

For more information see Section 2.12. However in brief

1. At the sides and rear Passive Infrared (PIR) controlled lights have been provided.
2. All 8 Houses have Remote Door Entry Control systems installed.
3. CCTV is provided to cover both pedestrians and vehicles accessing the Estate.

1.6. MISCELLANEOUS INFORMATION

1.6.1 Insurance-Buildings and Directors Liability

This is administered by the Managing Agents who have the responsibility for updating information, for example any changes to the Directors. The insurance cover is normally arranged via brokers who offer good terms suitable for Residents' Associations. Copies of the Policy are available from the Managing Agents if residents require it. The costs are recovered from Leaseholders according to the premiums payable. Any possible claim should be reported to and dealt with by the Managing Agents. Further information on this is given in SECTION 2.16 however in emergency situations, normally at a weekend, there is a telephone number that can be used-see SECTION 2.1 for details. However it is advised that Chaney's emergency number is tried first.

1.6.2 Key Holder and Contacts

When a leaseholder or tenant first takes residence they should provide the Managing Agent with a note of their contact details and local key holder details.

There is no obligation in the lease to do so but residents should bear in mind that if an emergency occurs, where the resident is absent, the PCRA will do nothing, unless the problem is affecting another flat, in which case it may be necessary to force entry. This situation is covered in Lease conditions. Under these circumstances the cost of this and any repair will be the responsibility of the resident concerned. It is a requirement (of the Articles of Association) that members should always provide a UK address for any communications from the PCRA or their agents. Those members not in residence for long periods should ensure this is provided to the Managing Agents.

1.6.3 Loft Access

This is communal space, **which is not to be used for storage**, and is not generally easily accessible. Residents are **STRONGLY** advised for safety reasons not to gain access. Contractors may require access and the Directors having reviewed this matter have decided to provide padlocks on all hatches in the communal areas giving access to the loft spaces. For details of the key system to be used see SECTION 2.12.

1.6.4 Damp

As in any residence damp will occur unless air is kept circulating in and out of the premises to remove the moisture. If this isn't done moisture will settle on any cold spots e.g. the bay walls and cupboards located on outside walls, causing condensation. Certain parts of the flats, notably the ground floor bay areas, are particularly prone to condensation, so all Residents are therefore asked to ensure that air is allowed to circulate freely. Virtually all complaints of damp turn out to be condensation, rather than rising or penetrating damp. However, the construction of some areas, such as the bay walls, could in theory lead to penetrating damp. If in doubt this should be reported to the Managing Agents. However, if a surveyor is needed to adjudicate on this, the member will have to pay the fees unless penetrating damp has occurred. As the latter is a responsibility of the PCRA the fees will be refunded and the problem addressed via the service charges.

1.6.5 Garages and Garage Wiring

Whilst the garages form part of the leaseholder's domain, nevertheless it is the PCRA who provide and pay for the electrical supplies to the garages and thereby have responsibility jointly with the leaseholder for ensuring safety and that IEE (Institute of Electrical Engineers) regulations are followed. (a legal requirement) For specific details of any changes and developments see SECTION 2.13.

1.6.6 Storage

Residents are advised against using the Utility Rooms for storage and are **prohibited from using the loft areas for any form of storage purposes**. However, there is a 'Trunk Store', which utilises the end two Marlow Road garages, so there are on a first come basis, facilities for storing suitcases, boxes, etc, if they so wish. Residents are asked to be reasonable in their use of these stores, as they are essentially available to all members for the use described. No items are to be left on the Trunk Store floor. Residents are also asked to ensure their belongings are labelled with their name and flat number. The Directors reserve the right to remove any unlabelled or unsuitable items.

1.6.7 Sale of a Flat

When a resident sells a flat, it is a specific requirement of the Lease that the purchaser enters into a Covenant with the Residents Association which binds the purchaser to pay the rent reserved in the Lease, also to observe and perform the covenants and to become a member of the PCRA subject to it's Memorandum and Articles of Association. It is most important that the vendor's solicitors arrange this - an approved form of covenant can be obtained from the solicitors normally used for this purpose from the Managing Agents. This is particularly important from the seller's point of view in order to minimise the chance of being held liable for breaches of the Lease occurring after a sale. The PCRA's membership certificate will then be issued to the purchaser and a copy of the Memorandum and Articles of Association can also be provided on request. Vendors should inform their Solicitor to contact the Managing Agents for any enquiries on the sale contract regarding the PCRA. A fee is charged to the buyer for this and for the subsequent issuing of new membership certificates and updating of the share register.

1.6.8 Emergencies

For details of help that may be available if an emergency occurs outside the normal working hours of the Managing Agent see SECTION 2.1 for contact details. If it is considered by the member concerned that an emergency has arisen, which is the responsibility of the PCRA, then the member must ensure that full details of the problem, the solution and the costs are obtained from the contractor to enable a claim for a refund to be made.

If there should be any doubt as to the party or parties liable for such an emergency, the Managing Agent in conjunction with the Board shall make the final decision regarding costs.

Information for Members, Tenants and the Managing Agents Document.

SECTION 2. SPECIFIC SUBJECT INFORMATION.

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- 2.7 Main Lease conditions affecting changes/additions to the structure.
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- 2.15 Advice to Owners wishing to let their Property.
- 2.16 Insurance-Building and Director’s Liability.

- 2.17 Waste Disposal.**

Note: Any text highlighted in red is considered to be particularly important.

2.1 CONTACTS LIST.

A. DIRECTORS.

Mrs Jean Keeble (Chairman) 01491 572881 2 Temple House Phyllis Court Drive Henley on Thames RG9 2HS	New owners and tenants familiarisation
Mr Martyn Brennan 01491 637784 9 Charles House, Phyllis Court Drive, Henley on Thames, Oxfordshire RG9 2HU	Gardening and Caretaking
Mr. David Pheasant 07743816515	Finance
Mrs Morag Campbell 01491 281146 19 Finlay House Phyllis Court Drive Henley on Thames Oxfordshire RG9 2HS	Cleaning of Common Areas

Ms Ursula Uhanman 01491 599122
10 Charles House
Phyllis Court Drive
Henley on Thames
Oxfordshire RG9 2HS

Waste Disposal

B. MANAGING AGENTS.

Chaney's Chartered Surveyors

Chiltern House, Marsack Street, Caversham, Reading, RG4 5AP
Contact: James Buckley, Charlie Shephard or Andrew Copley

Main Office number : 01189 722 333, James Buckley Direct line : 01183 347 374

Email: info@chaney's-cs.com , James Buckley : jbuckley@chaney's-cs.com

Emergency numbers: used outside working hours where immediate action is required.

Chaney's 01189 722 333 / 07834 011 122 / 07775 937 213	
Electrical problems – Greg Easton, Easton Property Care	07717 295 679
Building/Plumbing problems - Eddie Ward of Rightway Builders	07885 754 881
Problems with locks – Richard Homden of ACG Security	07710 409 216

C. STAFF.

Gardener and Cleaner: Paula Harris

D. BUILDINGS INSURANCE.

The certificate and policy document are available on request, Chaney's are to be notified in the first instance of any potential claims.

2. 2 RECENT BY-LAWS AND RESOLUTIONS.

The Directors are entitled to pass By-laws (under the Articles of Association) or new regulations, (Under Lease Clause 2.(16)), apart from resolutions at AGM/EGM's, which enhance or change these conditions. The relevant ones are given below

'That members fully support the Directors interpretation of the Underlease Clause 2 (16) Schedule Item 15 regarding a prohibition of aerials and wires being fixed outside the premises, that this does not apply to any such provided by the Residents' Association for the general benefit but does apply to any provided by individual members for personal benefit which can therefore be removed as a breach of the Underlease conditions.
(EGM March 2003)

At a Directors' Meeting on 12 January 2006 in line with Underlease Clause 2(16) a number of additional regulations were introduced. For details see Section 2.3, regulations 23, 24, 25 + 26.

'All front and back doors in the Communal areas to each block must be kept shut and locked to the outside at all times, unless continuous access was needed by a resident or their

workmen or by PCRA workmen' (Board resolution April 2006)

'When flat owners convert from an electrical heating system to a gas one or wish to replace their existing gas boilers with another one **they must use a system that does not require water storage in the loft.** (AGM 2006)

Without prejudice to any other remedies available to the Directors under the terms of the Lease, a penalty charge may be imposed on any member who does not pay the Quarterly Maintenance Charges (QMC's) in full in the requisite time required by the lease – 14 days from the date of invoice – as follows:

- a) 1% of the full Quarterly Maintenance Charge per month or part of a month subject to a minimum charge of £25 in each quarter.
- b) The penalty charge will become payable from the start of the calendar month following the end of the 14 day period after the presentation of the Quarterly Maintenance Charges.
- c) Should the Quarterly Maintenance Charges not be paid in full by the end of two successive quarters a further penalty charge of £100 may be levied.
- d) Any penalty charges that become due will be notified with the subsequent Quarterly Maintenance Charges notification.
(AGM 2007)

2.3. UNDERLEASE REGULATIONS AND CONDITIONS.

Selection from the Schedule to the Lease.

(N.B. The numbers are those as in the actual schedule)

1. No boarders or lodgers shall be taken and no art profession **or business shall be exercised on, in or from the premises ...**
3. No person shall play or practise on any musical or noisy instrument or sing in the demised premises or have any piano, gramophone or wireless playing too loud or television apparatus playing or working except between the hours of seven o'clock in the morning and midnight. Nor (during those hours) in such matters as to be a nuisance, annoyance or disturbance to the Landlord or any of the occupiers of neighbouring premises.
4. No live animal or bird shall be kept in the premises except with the written consent of the Landlord, which may be revoked at any time....

NB. By long standing practice permission has never been granted to keep animals on the premises except for short periods in very exceptional circumstances. Permission must be sought from the Directors. However by law dogs for the blind or deaf will be allowed. All dogs must be kept on a lead in the common areas

5. No forecourt, entrance hall, staircase or passageway in or about the building shall be damaged or obstructed in any way or used in such a manner as to cause, in the opinion of the (Association), any nuisance, damage or annoyance.
6. No child or other person shall be permitted to play, or loiter in, or about the forecourt, entrance halls, staircases or passageways of any buildings or in the roads on the Landlord's said Estate.
7. No ball games of any description are to be played in the communal grounds.
8. All rubbish is to be placed by the resident in the utility room.
9. If the premises are left unoccupied the water supply shall, whenever possible, be turned off.
11. No flower boxes or pots or other things shall be placed or affixed outside the windows of the demised premises, or on any part of the roof of the building. However, on the balconies pots

are expected to be reasonable in size, quantity and weight.

13. All windows of the demised premises are to be furnished with blinds or curtains of suitable material style and colour and shall be cleaned (inside and out) once at least in every month.
14. No wearing apparel, domestic linen or other articles shall be exposed in or upon any part of the premises so as to neither be visible from the outside nor be hung outside the premises.
15. No poles, masts, aerials or wires (for any purpose) shall be fixed outside the premises.....
16. All floors, except kitchen, bathroom and toilet, to be covered with carpet or similar to deaden noise.
17. All users of the common parts of the building between the hours of midnight and 7 o'clock in the morning shall be as quiet as possible and special care shall be taken (during use between those hours) to close the entrance door and back door of the building and not to cause any disturbance or annoyance to the other Tenants.
18. Furniture and building plant materials may not be brought into or taken out of the demised premises or the building except between the hours of 8:00 am in the morning and 6:00 pm. Residents will be held liable for any damage to the staircases, passages or the floor coverings thereof caused by or during such delivery, removal or by building contractors and the like.
21. No person shall obstruct or interfere with the business known as Phyllis Court Club or the conduct of any regatta tournament or other function...
22. No motor or other vehicle shall be parked or left in any position, which will interfere with the free and uninterrupted use of the roads.
23. Any motor vehicles kept on the Estate by a resident (member or tenant) or anyone also residing at the property, must be parked in a garage at night and can only park on the road or in visitors car spaces for short periods during the day.
24. No vehicles can at any time, be parked on the pavement anywhere or on any yellow double lines on the Spur Road.
25. The utility rooms (with the exception of No. 39) are communal areas and are only to be used for placing all rubbish therein, the supply and provision of electricity, gas, water, TV/Radio or any very closely related purposes.

26. The roof spaces are communal areas and no changes, modifications or additions, especially to the water supply facilities, can be made without obtaining permission from the PCRA.

In addition

- Phyllis Court Club stipulates that vehicles must not be parked in the Main Drive except for short periods of time and it is a convention that vehicles are not parked immediately opposite or less than one car length either side of the entrance walks to flats at any time.

In particular both residents and their visitors are prohibited from parking overnight on the roads. They, the residents, must park in their garage and the visitors in the designated visitor's car parking spaces.

- The narrow cul-de-sac spur road starting at Whitelock House brings special problems with regard to parking, especially in that vehicles, notably contractors and furniture vans, will often park on the pavement. This has historically caused considerable damage to the paving slabs, an expensive matter. **All residents especially those in Whitelock, Swinnerton, Grandison should ensure that:**

1. Any cars belonging to them or their visitors are parked on the Spur Road for as short as time as possible and not on the DOUBLE YELLOW LINES.
2. Any vehicles used by their contractors or service provider's only park while unloading goods or tools. They must not park on the pavement. This may be made a condition of approval for those activities requiring approval by the Association.
3. Visitors parking throughout the Estate should display the number of the Flat they are visiting.

Conditions

Condition Clause 2 (10) states

“To use and occupy the demised premises throughout the tenancy as a private residential flat with private garage and for no other purpose whatsoever”

Condition Clause 2(12) states

‘Not to assign or transfer part only of the demised premises nor to underlet or share the possession or occupation of the demised premises or any part thereof or suffer any person to occupy or use the demised premises or any part thereof as Licensee Provided always that the landlord shall not unreasonably withhold consent to an underletting of the whole of the demised premises’

The Board has slightly relaxed these conditions in that the Directors will consider allowing a member, who remains in occupation of his flat and does not have or use a car on the estate, to rent out their garage. To gain the Directors approval application must be made, in the first instance in writing, to the Managing Agent. The garage must be for rental by another PCRA member who must be resident on the estate and for the sole use by that member in garaging a car owned or leased by him.

2.4. COSTS, CHARGES AND EXPENDITURES.

All necessary or approved expenditure is obtained via the Quarterly Maintenance Charges (QMC's) which are levied every quarter. However it is a matter of convenience (for the Directors in controlling expenditure and Members in understanding how and where their money is being spent) to think of the charges in 4 parts-

A. Building and Directors Liability Insurance.

This is charged for on an annual basis, according to the premiums for each House, being split equally between all 45 flat owners (PCRA members)

B. General Fund.

This generally covers the costs of the activities carried out by the Managing Agents. The levels are generally set by the Directors in June each year for the following financial year.

C. Major Projects Fund.

This covers higher cost projects. If the Directors think a change in funding is required this is normally put to members, as a specific resolution, at the appropriate AGM. This resolution will specify the charges required to cover the costs for the projects scheduled for the following years.

The contributions from the members are held on account at the bank whilst awaiting use. The monies will then be drawn down, at the discretion of the Directors, as required. Members should note, that for those projects costing over £ 11,250 the Leasehold Reform Act S20 Consultation Process will also be followed.

NB Members should be aware that in the unlikely event that unforeseen expenditure is required, to meet Lease Conditions, the Directors have the right and indeed the obligation to raise the necessary funds at any time. Of course it is the aim of the directors for this situation to be avoided through judicious management.

2.5. MAINTENANCE RESPONSIBILITIES OF THE PCRA.

‘That the (PCRA) will from time to time and at all times well and substantially repair, maintain, paint and decorate in every respect all the buildings on the estate including the garage blocks and The Lodge. In particular every 3 years (now agreed 4 years) paint/decorate the outside.’ **(Head lease clause 3.15)**

Subject to the Tenant (Member) duly paying to the (PCRA) the moneys payable under the last foregoing clause hereof the (PCRA) hereby covenants with the Tenant (Member) as follows: - **(Underlease Clause 4)**

Well and substantially to repair and keep in good repair and decorative condition the foundations, main walls and roofs of all buildings on the Landlord's said Estate and such pipes, wires,

ducts and other things to be installed therein as are used for the purposes of two or more flats or garages and the entrance halls, staircases, landings and refuse bins of the said buildings and the television and wireless aerials in the said buildings and the wires and other apparatus connecting the same to the demised premises. **(Underlease Clause 4.(1))**

Once in every third year of the said term to paint with two coats at least of good oil and white lead (or other best quality) paint and grain varnish and colour all such external wood and iron work and other parts of all buildings on the Landlord's said Estate as are usually or ought to be so painted grained varnished and coloured and at the same time to wash down and clean all such external parts of the said buildings as are usually or ought to be so washed and cleansed. And once in every third year of the said term to paint aforesaid and grain varnish colour and paper all such parts of the entrance halls, staircases and landing of all buildings on the Landlord's said Estate as are usually or ought to be so painted, grained, varnished, coloured and papered. **(Underlease Clause 4.(2))**

To keep the said entrance halls, landings and staircases adequately lighted, cleaned and carpeted or otherwise covered and to procure a supply of power for television and wireless aerial system of the said buildings and to pay to the proper authority all charges payable for or in connection with the supply of lighting or power for such purposes. **(Underlease Clause 4(3))**

2.6. MAINTENANCE RESPONSIBILITIES OF THE MEMBERS.

The following major conditions in the Underlease concerning the interior of the flats are repeated here.

From time to time and at all times during the said term well and substantially to repair, uphold, support, cleanse, maintain, drain and keep the demised premises excluding the external walls thereof but including the windows and doors and the interior plaster and all cisterns, pipes, ducts, wires or any other things installed in the demised premises for the purposes of the demised premises alone. All additions which may at any time during the said term be made to the demised premises and the fixtures therein (damage by any of the insured risks as hereinafter defined except save where the insurance effected by the landlord shall be vitiated in whole or in part by any act or omission by the tenant. **(Underlease Clause 2 (4))**

Once in every fifth year and in the last year of the said term, whenever and however determined, to paint all the interior of the demised premises and all additions thereto usual and proper to be painted with two coats at least of best quality paint in a proper and workmanlike manner and also at such times at last aforesaid to whitewash colour and paper such portions of the interior of the demised premises as are usually so treated (damage by any of the insured risks expected save as aforesaid). **(Underlease Clause 2(5))**

To permit the Landlord and any Superior Lessors and any persons authorised by them respectively to enter upon the demised premises at all reasonable hours during the daytime to view the state and condition of the same and of all defects decays and wants of reparation there found to give notice in writing to the Tenant. **(Underlease Clause 2(7))**

2.7 MAIN LEASE CONDITIONS AFFECTING ANY CHANGES/ADDITIONS TO THE STRUCTURE - INTERNAL AND EXTERNAL - OF A FLAT

‘That the (PCRA or flat Leaseholder) will not at any time during the term aforesaid make any alterations to the exterior of the said blocks of flats or any of them or the flat garages unless or until it shall have first obtained the approval in writing of the landlord (that is PCC) to the same and the plans and specification thereof (such approval not be to unreasonably withheld) and that it will carry out the same in accordance with such approval and not otherwise.’

(Head lease Clause 3 (14))

“Not at any time during the said term without the previous consent in writing of the PCRA and except in accordance with plans elevations sections and specifications previously submitted to and approved by the landlord to make or suffer to be made any alteration or addition whatsoever in or to the demised premises or cut or injure or suffer to be cut or

injured any of the main walls, timber girders, ceiling roofs or floors thereof. Provided always that the PCRA may as a condition of giving any consent under this clause require the Tenant to enter into such covenants with the PCRA as the PCRA shall require in regard to the execution of any alteration or addition to the demised premises and the reinstatement thereof at the determination of the tenancy or otherwise.”

(Underlease Clause 2(11))

As will be clear from the above two Lease conditions approval in writing will be required together with some restrictions. However in interpretation of them it is the general intention to be helpful in allowing members to achieve their objectives provided they meet the Lease conditions and other members' interests notably with regard to safety, disturbance and the use of communal areas.

Equally as can be seen from the particular Lease conditions any and all changes or additions require written approval. They will be STRICTLY ADHERED to for any impact on the EXTERIOR. However where internal work is involved if it has no external implications, does not change the structure, does not involve the use of communal space (loft or utility room) and has little or no impact on other residents this will be waived but note parking restrictions to contractors automatically apply.

If major work is to be done the Directors reserve the right to involve a surveyor or make a stipulation by covenant, which would be drawn up by the PCRA's solicitors, charges met by the resident. In addition to ensuring compliance with Lease conditions the objective also is to agree mutually with a resident how the work is done to diminish the inevitable noise and disturbance to other residents.

In the first instance the Managing Agents need to be informed in writing about intentions to have builders alterations, (including kitchen unit/bathroom suite replacements, central heating or electrical work) carried out well before it is planned to begin the work – a minimum of 4 weeks to allow sufficient time for consideration to be given by the Managing Agents and the Directors as appropriate. Many such applications will be straightforward but all but the most minor will require written permission before the work commences.

To assist members in this respect SECTION 2.8 gives details of what aspects need to be covered, any limitations and the preferred method as relevant. It would be helpful if members, when first applying to the Managing Agents, would state their proposals for each relevant aspect providing the information laid down in SECTION 2.9.

There are a number of standard situations relevant to these covenant's terms as follows-

External Changes.

In each case full details including those aspects covered in SECTIONS 2.7 & 2.8 must be submitted in the first instance to the Managing Agents. Where permission is required from PCC they will advise on the correct approach. The Managing Agents where necessary will discuss the matter with the Directors. It is considered very important by both PCC and PCRA that the style, colour and appearance externally are fully maintained as it is now, in particular.

- a) i) The windows – any replacements must follow the same style proportion and dimensions notably with top opening windows. They must also match adjacent flats.
- ii) All works must be carried out in accordance with the requirements of FENSA [www.fensa.org.uk] and a copy of the FENSA (Fenestration Self Assessment scheme) certificate must be made available for inspection by the Managing Agent on completion.
- iii) **It is of particular importance that proper support is given to the surrounding brickwork**
 - by ensuring that the new window is NOT inset into the brick opening.
 - that the window itself has internal metal reinforcement, as is usually the case now and that there is no significant gap between the top of the window frame and the brickwork.
 - OR that a lintel is inserted above the window, without changing the external appearance.

NB From this point on, for any new or replacement UPVC windows, failure by the member to ensure the above will mean that the costs of repair of any future cracking of the brickwork

will have to be paid by the member or his successor in title.

Application must be made to the Managing Agents with full details.

NB Consideration will be given to allowing one window at the back or possibly at the side to be side opening to allow easier exit by residents in case of a fire.

- b) Flat Entrance Doors – similar points apply in that any replacement must match the original. It is highly unlikely that UPVC will be suitable.

Internal Changes.

The Lease conditions must be strictly followed but in particular the following limitations apply

Structural changes to the walls, floors or ceilings.

1. In the removal or modification of load bearing walls or structures.

This will only be allowed in very limited circumstances, which involve minor changes for example, the widening of door openings. In any event this **will require design supervision and approval by a qualified architect or surveyor.**

2. The removal or modification of non-load bearing walls or structures.

This will be allowed in special circumstances. It will require **verification by a qualified architect/surveyor that the structure is non-load bearing.**

3. Floors.

Generally none are allowed although there might be exceptions for the ground floor.

4. Ceilings.

Limited to the plasterboards for all flats. Special checks will be made for the top floor bearing in mind possible impact on the roof space, and its contents and safety. In any event the PCRA may involve of a surveyor whose fees will be charged to the member.

Ceiling Lights.

Of particular importance with regard to safety is the situation where a top floor member wishes to install ceiling lights. In this case written approval is required from the PCRA to ensure that they are installed by properly qualified electricians and that the appropriate certificate is issued and copied to the Managing Agents.

Roofspaces.

These are communal property with the PCRA being directly responsible for the (shared) water supply equipment and any matters which affect or could affect safety.

At the present time there are a variety of problems and limitations including changing safety regulations, which will need addressing at some point in the future. Accordingly the PCRA need to approve and record information on any additional changes proposed by residents. These include insulation, electrical supplies, water containers and central heating pipes. Thus any changes require notification and written approval. It should however be noted that the addition of any water containers is very unlikely to receive approval.

NB. See also the Schedule Regulation No. 26

Utility Rooms.

These areas, with the exception of No 39, are communal property. Whilst written approval is required for any changes it is primarily to ensure that certain matters including safety are properly covered, that access by other residents or contractors is not limited and that access to water supply systems is also straightforward.

It has been discovered, following a professional survey that all the Utility Rooms have asbestos containing materials, specifically the floor tiles and the ceilings.

To stay within the relevant Government regulations on asbestos any modifications to the Ceilings or floor tiles are BANNED. Should it be found that this has been ignored by a member, or a contractor employed by a member, then the problems will be rectified by the PCRA and the member charged for the costs involved. Members should also ensure that any contractors employed by a member to carry out work in the Utility Rooms, on say the electrical or gas installation, must be warned of the presence of asbestos containing materials.

Equally to stay within Government Fire Safety regulations (to prevent the spread of any fire) any requirement to route wiring or pipes through the walls to a flat must receive written authority from the PCRA - as the modifications to the walls will require sealing. If this is ignored then the matter will be rectified and the member charged.

The Installation of New or Replacement Gas Central Heating.

Whilst much of this will be internal there may also be some external work involved. If this involves

1. Putting a new vent and/or discharge pipe through the walls. Authority for this will be given only if the pipes are NOT VISIBLE from the front elevation of the flats.
2. Putting a new vent pipe through the roof.
This will NO LONGER BE ALLOWED due to the extensive re-roofing work carried out in 2003, its associated warranty and the cluttered nature of the roofspace.
3. Running central heating pipes through the loft space.
This will in future ONLY BE ALLOWED IN SPECIAL CIRCUMSTANCES together with conditions, due to the much cluttered nature of the roof space.
4. In the case of replacement systems the existing vent or pipe exits must use the existing exits or if new exits are required permission must be sought from the PCRA.
5. In any event any pipes or vents must be coloured black.

NOTE: See also SECTION 2.2 Resolution 5 which requires any new or upgraded system to be one that does not require water storage in the roof space.

The Installation of New or Replacement Kitchen or Bathroom Fittings.

Again whilst much of this will be internal, if there are any external requirements then

1. In the case of replacement systems the existing vent or pipe exits must use the existing exits or if new exits are required permission must be sought from the PCRA.
2. In any event any pipes or vents must be coloured black.

2.8. RESTRICTIONS REGARDING FLAT ALTERATIONS EXTERNAL OR INTERNAL WHEN CARRYING OUT THE WORK REQUIRED

It is the intention of the Association to facilitate members in carrying out work in or on flats, provided that:

Lease Conditions are adhered to.

Notably: EXTERNALLY regarding look, appearance and conformity.

INTERNALLY regarding structural integrity and noise generation.

There is no significant impact on communal areas.

Notably in the roof space and utility rooms, especially regarding safety and any effect on PCRA responsibilities.

Hours of working.

Except in emergency these are restricted to 8:00 am to 6:00 pm Monday to Friday (excluding Bank Holidays).

Protection of communal areas against damage or dirt.

1. **Hallways/landings** by dust sheets, which must be removed at the end of each working day.
2. **Banisters** by padded material in such a way that the banisters can still be used safely which, if so, may remain throughout the job.
3. **Stairs** by dust sheets. However unless safety of use can be guaranteed this can only be used when actually transporting materials or waste.
Note: - Under Lease conditions the member is responsible for any damage and for cleaning the carpets if they have been soiled.

Free passage through communal areas.

Fire regulations require that no equipment or materials should be allowed to block free movement through the common areas.

Use of skips.

The main condition is not impeding the free flow of traffic. In general terms skips can only be located in a limited number of places.

- 1) In the Main Drive by The Lodge, such that it does not impede traffic. If required overnight permission must be sought from PCC.
- 2) In the Spur road by the Molyns tree adjacent to the hedge but not impeding the gate.
- 3) Behind Molyns by the hedge in the garage area but such as not to impede access to the garages.

Variations are possible but these will be limited and require approval.

- On the Spur Road for very short periods providing it is a mini skip and not overnight.
- Outside Marmyon a mini skip and only for a short period, not overnight.

NB In all cases any skips staying overnight must be lit.

Parking.

Tradesmen parking their vehicles must park in the visitor's places and not on the road except for short-term loading/unloading.

PARKING ON THE SPUR ROAD PAVEMENTS OR ON ANY DOUBLE YELLOW LINES IS PROHIBITED.

For intermediate periods vehicles may be parked at the corner of the Spur/Main drive or by the Molyns roundabout.

The Regatta Period.

No work or parking whatsoever is allowed during the 5 day Regatta period and should be avoided on the main drive for the three weeks before Regatta so that PCC business is not impeded.

Noise Levels.

From time to time there will be a need for high noise levels. However in order to minimise the impact on other residents.

- It should be limited to between 9.00 am & 4.00 pm
- It should not last continuously all day.

- 24 Hours notification should be given to all residents of the house.

Supervision and Control.

The owner must be at the property to supervise. If not, then the Association must have a contact name and telephone number of the individual in charge, in case of problems or failure to meet the conditions. It may be made a condition of approval for a contractual arrangement to be entered into with the contractor.

Removal of Waste-Units and Material.

Arrangements must be made for the removal of all unwanted items including waste materials, preferably by the Contractor carrying out the work.

South Oxfordshire Council will only remove household waste when placed in the appropriate container

ANY SUCH MATERIAL IS NOT TO BE LEFT OUT FOR REMOVAL BY THE CLEANERS.

2.9. INFORMATION REQUIRED WHEN A PROPOSAL IS SUBMITTED.

As well as appropriate details in the form of plans, specifications etc it is suggested that when work is being considered by a resident the various aspects covered in SECTIONS 2. 6 and 2.7, as to the general requirements and conditions regarding the carrying out of work, should be raised with the contractor. From that, relevant information according to the following list can be provided at the time of the application for approval.

1. Likely start date.
2. Likely duration.
3. Hours of working.
4. **Any special requirements outside specified working hours.**
5. Protection of communal area against damage. Stating whether the standards referred to in SECTION 2.8 will be adhered to or whether alternatives are proposed.
6. Skips-whether a skip is required, where it is proposed to be located and for how long.
7. Parking details especially if the contractors have any special requirements.
8. **High noise levels. Whether the work will involve high noise levels and if so for what periods. Typical noise situations would be: Knocking walls down, tile removal.**
9. Set of architects plans and approval from South Oxfordshire District Council Building Control.
10. Control and supervision details, in particular whether the applicant will be there. **If not, who the contact is (name and telephone number) if problems arise.**
11. If load bearing structural modifications are proposed and approved by the PCRA, the name and number of the professional who will supervise their implementation.

2. 10. COMMUNAL AREAS.

Garden Maintenance.

The Association employs a team of gardeners and cleaners to look after the estate. This is done by maintaining the grounds to a good standard and carrying out such activities as waste disposal, replacement of failed communal area lamps and gritting the paths in icy weather.

Members are requested **not to give instructions to the gardener on any matters** affecting their gardening or caretaking duties. Instead if a member has a request, a suggestion or a complaint, then this should be made to the Director delegated to deal with garden matters, see Section 2.1

The delegated Director takes responsibility for day-to-day control which includes –

- a) All the various activities and the schedule to which they are being carried out with the aim of increasing efficiency including identification of -
-Any periods of overload and find solutions.

- Any aspects that are not being kept up to date, and find solutions.
- b) Developing a long term plan to replace as necessary bushes or plants.
- c) Simplifying the activities wherever possible e.g. keeping bushes and trees at a manageable height, such that the gardener can keep them under control.
- d) Ensuring that building structures are not damaged e.g. by plants such as ivy.
- e) Ensuring that the areas of ground immediately adjacent to the buildings do not promote water damage to the brickwork e.g.
 - By making sure that ground levels are at least two bricks below the damp – proof course.
 - Making sure that the first 3 – 4” (of shingle) is kept well drained.
 - By ensuring that plants and bushes growing adjacent to the walls allow them to be free from damp.

Tree Management Policy.

The Directors consider that the trees are a valuable asset and have set down a ‘Tree Management Policy’. This has been discussed and approved by the Forestry officer at SODC. The Board have therefore resolved to follow sound arboricultural practice in the management of the trees on the estate. To enable this to happen professional advice will be sought at regular interval to assess the state and condition of the trees and from this develop 3 year plan. Any work carried out will be to BS3998/2018 where applicable.

2.11. HEALTH AND SAFETY.

With the increasing emphasis now being placed on Health and Safety and in particular because of the recent enactment of a variety of Government regulations, the Directors found it necessary to focus their attention on this matter during 2008. Inevitably they will have to keep these matters under review, as there remains a great deal of uncertainty about what is legally required and what is merely advisory. So far it has been difficult to get a clear statement as to who is the enforcing authority and in particular how they will interpret the legislation.

Nevertheless, because of this legislation, the Directors arranged for three surveys to be carried out in 2008 covering the common areas.

- 1) To establish the presence of any asbestos.
- 2) A Fire Risk Assessment.
- 3) A 5-Year Electrical Wiring Assessment.

Asbestos.

On the 17th April 2008 a survey was carried out in the Common areas of the Estate - the Hall, Stairs and Utility Rooms, the loft spaces, the Lodge and the garages and workshop areas in accordance with the requirements of the Health and Safety Executive guidance document MDHS100-Surveying, Sampling and Assessment of Asbestos Containing Materials, in order to locate and identify the presence of any asbestos containing materials.

The report showed that materials containing asbestos had been identified in three locations, specifically in all the Utility Rooms- the Asbestos Ceiling Insulation Boards in the ceilings, the floor tiles (those that had white flecks in them) and also in the lodge toilet-the WC cistern. However it also showed that the asbestos content presented a low or very low material risk and required no remedial action with the exception of the asbestos ceiling insulation boards, which needed ‘encapsulating’. It further recommended that the other identified locations could be dealt with by applying suitable asbestos management control techniques.

- A. The Directors accepted the recommendations in principle.
- B. They have made arrangements for any damaged or missing floor tiles to be replaced with non-asbestos containing ones, on an ongoing basis by the Managing Agent, as required by the regulations.
- C. The Utility Room ceiling tiles have now been encapsulated by plaster board and using a relevant rubber based paint according to the advice given in the Health and Safety Executive document A7-asbestos essentials.

Fire Safety.

For the benefit of everyone members are very strongly advised to take some precautions in their own flat. This should include such items as a fire blanket, a fire detector in the kitchen and at least one smoke alarm elsewhere in the flat. All flats now have a fire detector and sounder, fitted in 2013. See below. Free Fire Safety Services are offered by Oxford Fire Services. This amounts to a survey of the premises, fire safety advice and the fitting of smoke detectors. The number to call is-01865 842 999.

A FIRE RISK ASSESSMENT was carried out in June 2008 (and continues to be re assessed at least every 5 years) to the requirements of the Regulatory Reform (Fire Safety) Order 2005 Guidance Note covering Sleeping Accommodations in all the Common areas of the Estate which included a survey of Fire Risks on the premises, the means of escape, the means of detecting and warning of fire, the means of fighting fire plus training

The report identified a number of problems and limitations, which overall determined that the premises were deemed at a MEDIUM RISK level. Action has been taken on the risks identified. A fire box has been provided and is located on the Lodge front wall. Fire Hydrant servicing: the three located on the estate are now subject to an annual check/service.

Fire Extinguishers are only required in the lodge hut and store rooms and are subject to an annual check/service.

The major areas of concern in the survey was the lack of Fire Alarm Systems, Fire Doors and Emergency Lighting in the stairways and utility rooms of all Houses. An Order by SODC required the Directors to install these, and the Board decided that it would be advisable to fit in addition fire detectors and sounders in each flat. The work on these safety provisions was completed in 2013 at a cost in excess of £100,000.

The **fire alarm system** is seen as a precautionary measure to give early warning of any fire that breaks out. The system in each block is wireless and a fire in any flat or in the common parts will sound an alarm in all flats. The system is tested weekly. The **emergency lighting** will continue to operate if the normal lighting is compromised. The installation selected provides for stairway lighting to be permanently on at a low level, **Fire doors** have replaced all the existing doors into the flats and the Utility Rooms and are designed to protect residents within their flats if fire occurs in one of the high risk areas. It is a requirement that door closers should be fitted to help ensure the doors remain closed.

The 5-year Electrical Wiring Check.

This was carried out in September 2013 and again in August 2018 but limited to that in the communal areas. It identified a number of problems requiring rectification, some urgent, some less so. A main conclusion was that the actual PVC wiring was in good condition.

During the above wiring check it was also discovered that a number of flats had both consumer units and wiring that no longer met current IEE regulations. The wiring of the old rubber insulated type is generally considered to be dangerous and should be replaced.

However, whilst the IEE regulations are not retrospective, any members requiring changes to their installation may well find it impossible to find a properly qualified and registered electrician to make the changes without them insisting on having any old wiring changed before they will issue a Compliance Certificate. Other factors should also be borne in mind when deciding whether to replace or not. These include that failure to use a qualified electrician is an offence. Failure to do so could lead to difficulty when selling the property. In addition Insurance Companies now take a much greater interest in such matters and in the event of an incident, if it was discovered that this could have been due to an installation that had not been carried out by a suitably qualified electrician, the claim could be refused,

2.12 SECURITY

Remote Access Door Control.

All 8 blocks have systems installed

Some houses still have older, simpler, wired systems installed. The PCRA takes responsibility for their maintenance, in so far as this is possible.

Charles House had a system installed in 2006 which use radio transmission to communicate between the Main Control Unit and the Handset located in the flat.

Grandison and Swinnerton have a telephone based system installed 2017/18

Locking of Front and Back Doors.

Both the front doors and the rear utility room exit doors should always be kept shut, especially at night, unless someone is effectively on watch e.g. during the transportation of goods. However because these doors are also fire exits the doors should only be locked from the outside.

Loft Access.

Following the decision by the Directors, on the grounds of safety, to control access to the loft spaces by putting padlocks on all hatches in the communal areas these padlocks will be provided such that each block has an individual key with a master key to all blocks held by the Managing Agents and each Director. It will be a requirement that when a member requires or foresees access being needed by a contractor, information must be provided, to the Managing Agents, as to the reasons why and for what purpose the access is needed.

Keys will also be provided to top floor members upon request on condition that they will inform the Managing Agents when access has been needed and for what reason.

The gardener will also be given a master key for use in emergencies.

CCTV

All vehicular and pedestrian access is monitored and recorded by CCTV.

2.13. GARAGES ELECTRICAL WIRING.

All the garages were rewired in December 2009 following a safety report.

2.14. COMMUNAL AERIAL SYSTEMS AND OR EXTERNAL CABLING.

Communal Aerial Systems and Associated Cabling.

Lease conditions which apply.

1. Head Lease clause 3 (11) states

‘Not to carry out ‘the erection of TV and radio aerials save as may be incorporated (by the PCRA) in the original design of the said blocks of flats as approved as afore said’

2. Underlease Clause 2(16) Schedule Item 10 applies

‘No poles, masts, aerials or wires (for any purpose) shall be fixed outside the premises...

3. EGM March 2003 Resolution on the communal aerial system.

‘That members fully support the Directors interpretation of the Underlease Clause 2 (16) Schedule Item 15 regarding a prohibition on aerials and wires being fixed outside the premises, that this does not apply to any such provided by the Residents’ Association for the general benefit **but does apply to any provided by individual members for personal benefit which can therefore be removed as a breach of the Underlease conditions.** ‘

THIS MOTION WAS PASSED UNANIMOUSLY.

Background.

The Directors have provided a system which now includes Satellite (Sky), all 5 terrestrial channels and FM digital terrestrial (Freeview), DAB digital radio, Sky + and , where appropriate, CCTV security monitors.

Given this approach no resident is allowed to interfere with the communal system. Any fault must be reported to the Managing agents. Neither alterations to the aerial wiring nor the provision of external wiring for the use by telephones will be allowed.

Terrestrial broadcasts come from the Hannington (near Newbury) transmitter. Each flat has two output points which allows both terrestrial and satellite reception. Digital audio radio reception can also be obtained

Conditions for the extension of facilities.

Sky + and Sky Q

1. This can be provided by informing the Managing Agents who will make the necessary arrangements to provide the required second cable by instructing an installer (currently Reading Aerials) to provide this cable, which **MUST** be run closely adjacent to the existing cable and then enter the flat close to the existing entry point. The cost will be borne by the member.
2. By the member arranging for a separate box and subscription, which it may be possible to do via the cable installer.

Second Sky point.

This can be met by the member paying for a separate box and (multiroom) subscription.

High Definition (HD) services.

This is now available both from Sky and other services. If it is obtained from Sky members should note that Sky only markets it with a combined HD/Sky+ set top box.

This in turn necessitates a second connection to the aerial system if the member does not already have Sky +

Relocation of an existing wall plate.

This will only be permitted where location and routing restrictions can be kept to.

- a) No cabling on front elevation.
- b) Very short horizontal runs.
- c) Vertical cabling behind drainpipes or at a junction of two walls.

Note: In addition top floor flats may be able to have the cable run internally.

Tuning.

New residents should note that their TV's and videos may require re-tuning.

BBC1 is on Channel 39. BBC2 is on Channel 45. ITV 1 is on Channel 42.
Channel 4 is on Channel 66. Channel 5 is on Channel 35.

NOTE Sometimes automated tuning systems pick up a different channel especially for Channel 5 i.e. channel 37 rather than 35, which has poorer quality so check this.

Fault Finding.

If it is not clear that the TV set itself is faulty then;

1. If just one channel has failed it is likely to be the transmitter but check with a neighbour.
2. If you have two TV's fed from different points then, if only one has failed, this could be the aerial distribution unit in the top floor utility room. If both have the same fault then it could be the aerial system but check with another flat. If they do not have the same problem this is less likely.
3. If there is no reception on any channel and all sets in the block are affected then it may be that the power supply has been switched off or failed. Check
 - a) In the top utility room whether
 - 1) the green pilot light on the Amethyst equipment is lit.
 - 2) the power switch feeding the aerial equipment is on and working.
 - b) the Landlords mains supply in the ground floor Utility Room is on and working

From the various lease conditions covered earlier

EXTERNAL CABLING FOR ANY PURPOSE IS EXPRESSLY FORBIDDEN.

However there are a variety of ways by which the various requirements can be met.

Security.

This will generally be provided by the PCRA, apart from Alarm systems where an external box can be placed **only on a side wall.**

Computer Networks.

Again there are a variety of systems which can use internally located wireless equipment or mains wiring to achieve this purpose but such systems are not communal.

2.15. ADVICE TO OWNERS WISHING TO LET THEIR FLAT.

General.

Owners of the UnderLease can let their property subject to receiving permission from the Directors of the Association.

However, approval will not be given unless –

1. **Certain conditions from the Leases are incorporated in a Tenancy Agreement. For details see later. NB. These conditions are primarily those which apply to the Owner.**
2. **The Owner is prepared to enforce those conditions and promptly end the Tenancy if any of the conditions are seriously or persistently broken.**
3. **A written application is sent well in advance to the Managing Agents, stating who the selected Letting Agents are, and with instructions to the Letting Agents to follow the 'Approval Process' as given below.**
4. **The owner must let the whole of the demised premises including the garage to the tenant.**
5. **The owner is required to pay the Managing Agents reasonable charges, for the work involved in organising the approval process so that the Directors can knowledgeably and fully consider the application for approval. The charges so made will be not less than £100, whether approval is given or not.**

The following general conditions apply –

1. The Letting Agent must be given a copy of this SECTION 2.15-which can be provided by the Managing Agents.
2. The Letting Agent is also instructed to ensure that the Managing Agents are kept informed of the Tenant's main daytime telephone number and emergency contacts together with any motor vehicle registration number.
3. If the Letting Agent changes, the Managing Agents must be promptly notified,

preferably via a Contacts Sheet.

4. If it is proposed to change the tenant, then the Managing Agents must be notified and the process for obtaining approval repeated. The charges referred to in 5) above must also be paid.

Advice to Letting Agents.

Any marketing of the property must make clear the various conditions contained in this document to any prospective tenants. In addition, it should also be made clear -

- A. That the flats are not really suitable for children.
- B. That the flats are not particularly well sound proofed but that all residents are entitled to the quiet and peaceful enjoyment of their property and that the regulations applying to this aspect will be rigorously enforced.
- C. That there is only provision for 1 car, which has to be garaged at night.
- D. Animals are not allowed, unless under very special circumstances.

Approval Process.

A) The Letting Agent will send a draft copy of the proposed Tenancy Agreement to the Managing Agent. This must incorporate the following conditions

- The Letting period must be for 6 months or more under a shorthold agreement.
- Underletting will only be allowed to a Company if the permitted occupier remains in the property for the whole term of not less than six (6) months. In the event that the Company extends the lease, any change of permitted occupiers must be notified to the Managing Agents.

- **That a copy of the underlease, together with a copy of any additional regulations that have been made under clause 2(16) of the underlease, be given to the Tenant who must sign a document stating that both documents have been read and that the various conditions contained therein are accepted. Of particular importance are the following-**

a) Sub-Letting in whole or in part of the flat by the Tenant is not allowed.

Note: It is a condition of the lease that a garage cannot be let separately to the flat itself. However provided the owner of the lease rents both the flat and garage to a tenant the Directors will consider allowing the tenant to rent out the garage. To gain their approval application must be made, in the first instance in writing, to the Managing Agent and must be for rental by a PCRA member residing in one of the other flats on the estate for the sole purpose of garaging a car owned or leased by the member in question.

- b) "Not to cause permit or suffer to be done in or upon the property any act or thing which may be or become a nuisance annoyance or danger or detriment to any owner or occupier for the time being or any other part of the estate".
- c) During moving in and out no removal van must be parked either on a double yellow line or on the pavements and the stair and hallways must be protected.
- d) The tenant must arrange for an emergency key holder, if necessary by nominating the Managing Agents who will use it only in an emergency.
- e) That the tenant will use and occupy the premises throughout the tenancy as a private residential flat with a private garage and for no other purpose whatsoever. UnderLease clause 2 (10) applies
- f) That the Tenant(s), together with anyone residing with them, must comply with any changes or new regulations which are introduced under the terms of the Underlease, but only from the time that the tenant is informed in writing of these changes.

- B. The Letting Agent will inform the Managing Agent when satisfactory references have been received from a prospective tenant.
- C. When the two procedures above have been satisfactorily completed the Managing Agent will inform the Directors and seek their approval.
- D. The Managing Agent will then inform the Letting Agent of the decision.

- E. If approval is given the Letting Agent will provide the Managing Agent with a copy of the signed final Tenancy agreement and the date when the tenant will be moving in.

NOTE: The relevant additional regulations referred to earlier are numbers 23 to 26 see SECTION 2.3.

Changes of tenant

A new Contacts Sheet (copies available from the Managing Agent) must be completed and sent to the Managing Agent each time there is a change of tenant.

Safety Regulations.

Landlords are required by law under various safety regulations to ensure that both gas and electrical installations and equipment are checked annually to ensure that they are safe. The PCRA may wish to know that this has been done and will require a copy of the relevant compliance certificates.

2.16. INSURANCE-BUILDINGS AND DIRECTOR'S LIABILITY.***

Where damage is caused by something which is the responsibility of the PCRA then Chaney's will deal with the matter on behalf of the PCRA who will pay Chaney's fees. However, if the damage or loss is the responsibility of or is caused by a member then if that member or another member wishes to make a claim he must contact Chaney's, the procedures for which are covered below, as laid down by Chaney's.

Procedure and Terms relating to Insurance Claims for members of the PCRA.

When damage is caused and covered by Insurance there are certain specific procedures that need to be followed to make sure that any claim is submitted correctly. Whilst it is not always possible to ascertain who has caused the damage, particularly if it is caused by an outside source [such as vandalism, broken windows etc], very often in blocks of flats it is identifiable [water leaks, burst pipes etc] You must initially:-

1. Notify the Managing Agents in writing as soon as possible after damage has incurred from an insured risk and stating whether you wish them to organise reinstatement.
2. Take photos, compile detailed notes of what happened and when.[This information is essential to a claim]
3. Try and ascertain the cause of the damage and wherever possible notify the person who you believe is responsible for the damage and advise them of the situation.
4. Request the person who you believe responsible to notify their own insurers that damage has been caused and advise them in writing that there may be a claim on their insurance.

At this point it should become clear who is responsible for the damage, which Insurance company should be claimed against and who will handle the claim. Where Chaney's are not organising reinstatement the next steps are to:-

5. Obtain at least two estimates for the repair of the damage and submit them to the Managing Agent. [It should be remembered that Loss Adjusters may be appointed who will scrutinise all documents and any estimates obtained must be fair, only to put right the damage caused and competitive]
6. Complete and return to the managing agent a copy of the claim form.
7. Agree with the Insurers through the Managing Agents when you may start the works of repair. [No work, other than an emergency, that is the subject of an insurance claim should be started before the Insurers have given the go ahead – if you do the claim may be invalidated]

Once the go ahead has been given by the Insurers – usually via the Managing Agent – it will be up to the person suffering the loss to instruct the contractor to put right the damage and to pay the contractor's bill once the work has been satisfactorily completed. The work should be completed to

your satisfaction although the Loss Adjuster may reserve the right to inspect and comment. Once the work is completed any monies due from the Insurers will be claimed by the Managing Agents however it must be remembered, and accepted, that there will almost certainly be an excess on the policy as well as fees on the part of the Managing Agent for handling the claim. Any sums paid by the insurers will not include the excess and it is unlikely that they will include the fees, any monies paid to you or your contractor will be on a net basis. The difference may form part of a further claim that should be made directly against the person who caused the damage by the person suffering the loss. It should be remembered that Insurance premiums are based on claims records and significant, frequent or spurious claims may have the effect of pushing up premiums and therefore service charges.

Chaney's fees in the matter of claims are currently, including any work done in organising reinstatement, an administration fee of £100 plus 8% of the cost of reinstatement where they don't organise or supervise the reinstatement or 12.5% of the cost of reinstatement where they do, plus vat at the appropriate rate per cent. Their fees may not be met by insurers as part of the claim and are still due in the event that the claim is rejected by insurers. Their fees do not include any payment made to other professionals on the member's behalf.

2.17 WASTE DISPOSAL.

HOUSEHOLD WASTE ONLY

The current system requires residents to split their waste into 4 categories-food, recycling, landfill, garden waste (pot plants etc)

SODC have different requirements regarding the use of bags for the first 3 streams. These are

a) For **food** waste.

The use of bio degradable corn starch bags are mandatory for reasons of hygiene and transportability between containers.

b) For **mixed recycling** waste.

In this case the opposite applies in that the requirement is for the items to be put in loose.

c) For **landfill** waste.

This is different again in that bags of any colour may be used but equally items can be put in loose except in certain circumstances e.g. incontinence pads or incandescent lamp bulbs when special packaging requirements apply-see later.

The bins supplied by SODC are

1. a) One 7 litre green caddy for food waste to be located in each flat.
b) Three larger (23) litre dark green bins, again for food waste, to be located in each ground floor Utility Room, by request these bins can be provided on other floors.
2. Three bins to be located in the external ground floor 'bin area.'
 - a) Two 240 litre green bins for recyclable waste.
 - b) One 180 litre grey/black bin for landfill waste.
3. Additional larger wheeled bins for any spill over, currently located by the side of garage 12 and (two by 240 litres) in the external bin store at Marmyon. Furthermore two wheeled grey/black bins, labelled food waste, have also been provided to allow transport of the food waste from the larger (23) litre green caddies to the contractors pick up points.

It is strongly emphasised that these larger wheeled bins are for use only by the cleaning team.

The following points should be noted:

1. The external ground floor 'bin area' is now for the exclusive use of storing the SODC bins.
2. Both the SODC bins and any dustbins in the Utility Rooms will have to be shared between flats.
3. There are no individual dustbins for Ground floor residents they will use the relevant bins in the external area as this is a Fire Escape route and we have been very strongly advised by the Fire Service not to use this room for storage or at least to minimise it.
4. Residents should put any LANDFILL waste directly into the external grey/black wheeled bins located in the external bin stores.

Responsibilities of the Residents-Members and Tenants.

1. To ensure that only the correct type of waste is disposed of in the relevant bin-**food** (in the green caddies), **mixed recycling** (in the dustbins or wheeled green bins) and **other or landfill** (in the grey wheeled bins).
Failure to do this could well result in the contractor refusing to pick up the waste which would then incur a cost penalty.
2. With regard to FOOD waste to ensure that biodegradable bags are used in the kitchen caddies and then, when the caddy needs to be **emptied, to tie up the bag, take the caddy to the ground floor and** transfer the biodegradable bag to one or other of the larger (23 litre) green bins located in the ground floor Utility Room.
By request 23 litre food caddies can be supplied to other than ground floor.

NB This procedure is necessary for hygiene but also to allow the cleaning team to transfer the food waste from all the various caddies to a special bin for pick up by the contractor.

3. With regard to the mixed recycling waste to ensure that this is put in loose into the dustbin, which will have a green sack in it or into the green wheeled bin in the external bin area, as relevant.
4. To ensure that any waste is put in the relevant dustbins, caddies or wheeled bins by 4:00 pm on a Tuesday, as the team will be emptying them from that time on.

Biodegradable Bags.

When replacement bags are required they may be obtained from the cleaners.

Acceptable Mixed Recycling Items.

- Mixed paper and card.
- Steel and Aluminium food and drink cans.
- Aluminium Foil.
- Household Plastic Packaging including plastic bottles, food trays, yoghurt pots, plastic bags etc
- Glass Bottles and Jars.
- Aerosols.
- Food and drink cartons.

Shredded paper may also be disposed of here, either loose or in an open paper bag.

NOTE: CLING FILM and **POLYSTYRENE MUST** be treated as LANDFILL WASTE

Pickup day will normally be a Wednesday but may vary close to Bank Holidays. Each Tuesday, from 2:00 pm onwards, the caretaker will transfer the contents of the dustbins and the larger (23 litre) green caddies to the relevant overflow wheeled bins, at the same time replenishing the green sacks in the dustbins on the first and second floors.

Each week, either on the Tuesday afternoon or early Wednesday morning to the relevant SODC wheeled bins will be taken to the pickup points and following emptying will be returned to their normal place.

LANDFILL WASTE-Special Requirements.

This generally includes any household waste that **other than toxic (such as paint or weed killer) or small electrical goods including batteries and low energy light bulbs such as neon and halogen (see below)** However ordinary incandescent light bulbs can be disposed of here provided they are carefully wrapped up to prevent injury. Such items as incontinence pads and nappies can also be disposed of here, again provided they are double wrapped and sealed tightly to prevent contamination.

Toxic Waste and Electrical Goods

At the present time SODC have made no provision for collecting any such waste directly from households. Accordingly it **must be disposed of by the resident at the local waste recycling centre at Oakley Wood.**

Special Arrangements.

Whilst the Directors consider that they have minimised any inconvenience to Residents they recognise that the requirements may now involve carrying waste (food and landfill) up and down stairs. Whilst this involves fairly light loads the Directors also recognise that this may be very difficult for some Residents. In such cases the Directors will consider relaxing the rules. For this to be considered the resident should first approach Chaney's.

These relaxations will therefore be kept to an absolute minimum.

Information for Members, Tenants and the Managing Agents Document.

SECTION 3. MAJOR PROJECT INFORMATION

-INDEX-

3.1 The Commonhold and Leasehold Reform Act 2002 -Section 20 Consultation Process-

3.2 Information on Planning for Major Projects

Principles and Objectives.
Basic Approach.

3.3 Detailed Information on Major Projects

3.1 Commonhold and Leasehold Reform Act 2002 **- The Section 20 Consultation Process-**

The law requires that the leaseholder must be consulted before the landlord (in our case the PCRA or PCC) carries out works above a certain value or enters into a long-term agreement for the provision of services. The Commonhold and Leasehold Reform Act 2002 introduced requirements for this statutory consultation, which require the landlord to state why he considers the works or the agreement to be necessary and for further statements setting out his response to observations received and his reasons for selection of the successful contractor. Consultation notices must be sent to individual leaseholders who have a right to nominate an alternative contractor and the landlord is bound to invite an estimate from such nominees. The new procedures provide for two separate 30-day periods for leaseholders to make observations. For more information please refer to www.lease-advice.org

3.2 Information on Planning for Major Projects.

Principles and Objectives.

1. To maintain the standards requisite to high class residential premises-as stated in the Underlease.
2. To ensure that all the PCRA obligations, as defined by the lease conditions are undertaken and budgeted for by building up the necessary funds over time so that, as far as possible, no surprises occur, thereby necessitating one-off special payments.
3. Where and as possible to utilise modern technology to improve performance and reduce future costs of maintenance.
4. Where reasonable to reduce those risks for which the PCRA are responsible, such as water leakage or fire and improve security.
5. Where appropriate, to improve facilities to meet modern standards.

Basic Approach.

This is to identify which areas of the estate will, over future years will require repair or replacement, obtain a surveyors report if necessary, and getting estimates from suppliers. To ensure complete coverage the projects include both items which come up fairly regularly such as ‘external painting’ and items which come up irregularly, such as roof replacement. Many of the building components have been coming to the end of their normal life span and therefore require replacement in the coming years. The Directors will normally present a plan, together with details of the required funding and future needs, at the AGM every year.

3.3 Detailed Information on Major Projects

This section should be read in conjunction with Table A, at the end of the next section, which contains estimates and timescales of future Major Projects. Table A also includes the surveyors estimates as to the cost of each tranche of works and any figures provided in this section are only budget figures and may change when final detailed quotes are obtained. Directors and members of the day will have to make decisions on the program priorities according to the circumstances at the time.

EXTERNAL PAINTING

The Lease conditions, strictly speaking, so far as frequency of painting is concerned, are not being met (i.e. every 4 years) but are, in so far as the actual need for deterioration is concerned. This is because good modern paints will last for longer.

Previous practice has been to redecorate certain elements at different intervals but as far as possible the board of directors now wish to undertake redecorations in one project so as to take advantage of an economy of scale.

The external elements of the houses were last redecorated in summer 2018 and the garage blocks were last painted in summer 2015.

INTERNAL COMMUNAL AREA DECORATION.

This is the responsibility of PCRA not of individual members.

The Board decided that all eight houses should be redecorated during 2014, at a cost of about £13,000. The Directors considered whether the carpets should be replaced at the same time, but an inspection suggested that the existing carpets should last for some years yet with only cyclical steam cleaning required.

It is the intention to have the internal communal areas redecorated every 6 years but a view will be taken as to when the redecoration is necessary.

ROAD REPAIRS: The Main Drive leading to the PCC entrance.

This has continued to deteriorate and PCC have carried out some small repairs. The lease refers to a sizeable and seemingly inequitable contribution towards the cost of repairs to the main drive from PCRA members.

FRONT PATHS

Along the Spur Road and the Main Drive plus Marmyon:

In 2016 the pavement was replaced with extra thick slabs and substantial sub base since the pavement suffered from larger heavier vehicles mounting the pavements. Now they are generally in good condition and will continue to be monitored.

Elsewhere.

Some minor repairs have been made where slabs become uneven but since they cannot be accessed by vehicle it is unlikely the PCRA will need to address them in the same way as the Spur road pavement has been addressed.

REAR PATHS.

The paths behind Temple, Charles, Finlay, Whitelock, Swinnerton and Grandison were until 2017 original and deteriorating. In 2017 following consultation with members, they were replaced at some significant cost. Their layout was changed such to improve the aspect of the rear gardens and a resin bound gravel surface was opted for by the board, which is both non-slip and long lasting. The rear paths by Marmyon and Molyns Houses are in fair condition and will continue to be monitored ahead.

COMMON AREA ELECTRICAL INSTALLATION UPGRADE.

The communal electrical installations are subject to a check every 5 years in accordance with legislation and the testing costs in the region of £1,500. Major upgrades are not envisaged in the next 10 years (as at 2018) but the need may arise in future years based on new safety legislation

HEALTH AND SAFETY-ASBESTOS

A survey in 2008 showed that materials containing asbestos existed in various locations, specifically in all the Utility Rooms, the Asbestos Insulation Boards in the ceilings and the floor tiles (those that had white flecks in them) as well as in the lodge toilet-the WC cistern. However it also showed that the asbestos content presented a low or very low material risk and required no remedial action with the exception of some damaged areas on the asbestos insulation boards, which needed encapsulating. It further recommended that the other identified materials could be dealt with by applying suitable asbestos management techniques. The Directors accepted the recommendations and proceeded to arrange for encapsulation of all the ceilings in the Utility Rooms in 2015.

ASPHALT BALCONIES

Following inspection by the Board's surveyor it was agreed that the balconies at Swinnerton and Charles over the ground floor flats should be reviewed at reasonable intervals, likewise common balconies at Temple, Finlay and Molyns. IN 2018 the balcony floors were coated in a specialist paint in order to limit solar damage and prolong the useful life of the asphalt.

GARAGE ROOFS AND GUTTERS/FASCIA/SOFFITS

The Marlow Road Garage Roofs.

An inspection in 2014 suggested that the re-felting of the garage roof was now necessary. Estimates were obtained and the work was carried out in 2015 at a cost of £ 31,000

Bell Lane Garage Roofs

These are covered in a single ply membrane as opposed to built up bitumen layers (felt) like the Marlow Road garages. They are inspected at regular intervals and their replacement is not anticipated in the next 10 years.

DRAINAGE SURVEYS AND REPAIRS

The underground drains will require substantial work at some time (just like the other building elements) because of normal wear and tear, earth movements, tree roots and the type of pipes used - salt glazed clay, not modern long life plastic. However the Directors considered that the sooner the position was determined the better and so

arranged for a CCTV survey on all the drains to be carried out in 2007. Following this survey it was noted that overall the drainage system was in serviceable condition with some minor defects identified which were rectified at the time.

There are some known problem areas on site which are subject to regular checks and jetting out. All residents are reminded not to flush makeup/wet wipes and the like down the drains since they will clog further downstream and lead to avoidable communal expense being incurred.

BRICKWORK-HOUSES/GARAGES

The 2017 survey found the brickwork to be generally satisfactory but with some problems which required a program of maintenance over the next few years.

Brickwork below the Damp Proof Course.

The Surveyors report of 2017 reported that the brickwork below the damp proof course (dpc) level was generally poor and suffering from staining, surface salt deposits and quite extensive surface spalling, some previous attempts to correct this by the use of slates were starting to fail.

The most cost-effective solution is to continue the process of slate protection, including the replacement of those that had started to fail and replacement of some bricks to secure the structure.

Brickwork above the Damp Proof Course.

The survey found this to be generally satisfactory but with areas of extensive staining at higher levels below the coping stones where pointing had failed. The action of water on the bricks had also led to general pointing defects and with a number of bricks suffering from spalling surfaces which will further deteriorate over time.

Brickwork above the Smaller Windows.

A surveyors report in 2006 had identified a number of problems, in particular that some cracking had been identified above these windows. At this stage the cracking is minor, and the Directors consider that

- a) the situation should be monitored and checked every 2 years to see how much the cracking has increased, especially where the windows were inset, when a further decision will be taken.
- b) Any remaining windows, when replaced, will only be agreed provided they are not inset into the brick opening, and either there is a metal insert inside the window frame or a lintel is provided.

At this time no allowance has been made for repairs.

THE LODGE

Decorated in 2018 with some rotten timbers replaced.

THE LOWER BAY WALLS

(This item also includes the walls either side of the main front doors at Charles & Swinnerton houses.) These are of poor construction, being single skin, with rendering extending below the DPC. One at Swinnerton failed in 2003 resulting in penetrating damp and this was corrected at the time. There is no specific cost allocation for this item and any resident with concerns over damp in this area should contact Chaney's in the first instance.

BAY ROOFS - LOWER

Some of these are lead lined and some are single ply membrane. Their condition was checked by the building surveyor in 2017 and no works noted as needed at the current time.

SECURITY-REMOTE DOOR ACCESS CONTROL.

It was planned to replace the 5 hard wired systems being used in Temple, Finlay, Whitelock, Marmyon and Molyns with 'radio' systems in due course. While fully portable handsets have clear advantages, there is a considerable cost difference between hard wired and radio-based systems, and the wireless systems have proved rather unreliable due to their complexity. The Directors will once again consider the benefits of each system in due course.

More lately, in 2016 and 2017, the directors have opted to replace failing intercom systems with a new telephone based variety called 'Telguard'. Rather than rely on a fixed line or radio connection to a handset in the flat, the system is capable of being programmed with residents phone numbers (landline or mobile) so that the visitor at the main door is connected to the resident via their phone and the resident can remotely open the front door via their phone keypad.

LOFTS/ WATER SUPPLY UPGRADE

This was a long term project aimed at removing the need for any water storage in the roof spaces. The roof spaces are cramped, difficult to access, unsafe, without lighting or floor boarding, complete with a miscellany of aging pipes and fittings. The Board of the time decided that the optimal solution would be to remove the need for water storage in the roof space.

To that end a proposal was put forward and accepted, unanimously, at the 2006 AGM, as follows

'When flat owners convert from electrical heating to gas or wish to replace their existing gas boilers with another one they must use a system that does not require water storage in the loft space'

This is clearly a project that will take some years to reach fruition in full but a great deal can be achieved as each flat owner updates/changes their existing system.

The condition of the lofts was however of more immediate concern and the Directors had commissioned a survey of the lofts to ascertain how the pipework and insulation could be improved. An amount of work was done to remove redundant pipework and storage tanks in the years up to 2014.

PROFESSIONAL FEES.

Provided the Directors at the time have sufficient experience, knowledge and willingness to do the work, surveyors or other professional advisors including the Managing Agents are not needed for the more straightforward tasks such as brickwork pointing, external painting, carpeting and so on. They are however needed for general or specific surveys and for specification, tendering and quote assessment together with the implementation and monitoring of the more complex projects, such as roads and garage roofs. On the assumption that Directors will continue to be able to deal with the simpler tasks the costs have been estimated accordingly. If not, then the Managing Agents may have to be used at some additional cost.

Please refer to the latest version of Table A which notes various works which are to be undertaken in the 10 year period from 2017 to 2027. The document also contains the surveyors estimate as to costs for each item and a running reserve balance based on the collection of reserve fund contributions at the current 2018 rate.