

Welcome to The Spinney

Company Handbook

Beechwood Spinney Management Company Ltd.
The Spinney, Hertford, Hertfordshire SG13 7JR
Registered No 1111642

Please read this handbook as it contains information about the organisation of the Management Company and the facilities within the complex available to you. It should be kept as a reference book during your residency as its contents are an integral part of your lease. Up-to-date copies of this booklet are kept on the following website: www.thespinneyhertford.co.uk

The Directors welcome you to The Spinney and hope your residence here will be a happy one.

There is a board outside the laundrette where up-to-date notices are placed. Should you have any questions or suggestions about the management of the complex, you should write to:

The Directors, Beechwood Spinney Management Company Ltd. by email to:
bsmcl.directors@outlook.com

Company Registered Office

C/o Springfield Secretaries Ltd, Beechwood Spinney Management Co Ltd, C/o Springfield Secretaries Ltd, Unit 14, Hoddesdon Enterprise Centre, Pindar Road, Hoddesdon, EN11 0FJ., Registered No. 1111642

Directors

Andreia Mascarino Hofer, Ian Wright, Kevin Albone

1. Introduction

The Spinney is a complex of 36 leasehold flats, each with their associated garage, plus common facilities including main and rear car parks, approach hill/road, squash court complex, laundrette, gardens and swimming pool. The freehold of the flats, garages and the common parts is owned by the Beechwood Spinney Management Company Ltd. Each flat owner holds one equal share in the management company. The management company is run by appointed directors who are elected on a voluntary basis by flat owners. The management company's responsibility is to provide services to the lessees and to maintain the freehold flats, common parts and services to a high standard.

No smoking is allowed in any indoor public areas within The Spinney.

Letting agencies are advised to protect their existing Spinney leaseholder clients by including this booklet as part of the terms of any lease they might grant.

Vendors are required to pass this booklet on to new residents and ensure that prospective purchasers understand the details of the lease

2. Maintenance

The Management controls the general maintenance appertaining to the exterior of the property and anything concerning exterior maintenance must be brought to the notice of the management, preferably in writing. Exterior painting is undertaken at the discretion of the directors and other repairs are carried out as required to roofs, guttering, drains, car park, swimming pool, laundrette, squash court, recreation area, etc. Electric power and light as well as water are supplied to the common parts.

Any maintenance issues should be reported by email. The Director's email address can be found on the second page of this handbook.

You have an obligation under the lease to keep your flat in good repair and to decorate it regularly (see your own lease for details).

A gardener maintains the gardens and generally keeps the place as tidy as possible, planting, pruning and cutting grass, etc. Any suggestions as to improvement would be welcomed in writing or by email to the directors.

A cleaner is employed to clean the common parts of The Spinney which include the staircases, the laundrette and the squash court, etc. Carpeted staircases and door mats are vacuum cleaned each week.

Outside windows of flats and both sides of windows in common parts are cleaned regularly under contract. It is, therefore, important that only patio furniture and plant pots are kept on balconies to allow the window cleaner access, as well as to maintain the overall look of The Spinney (see also paragraph 16).

There is one container outside the main door of each block, containing salt/sand for gritting in icy conditions. Residents are asked to help whenever necessary and possible by clearing steps and pathways of ice and snow and gritting appropriately.

3. Insurance

All the buildings, including individual flats, garages, the pool, squash court complex and other common parts are insured by the management company for normal risks, under the maintenance fee. The value is reviewed annually in the light of the considered opinion of the directors and insurance brokers. Please note that all contents including fixtures and fittings in the flat are the responsibility of the leaseholder to insure and are not covered under the communal policy.

Due to condensation problems and the danger of explosion, the use of all types of bottled gas is specifically prohibited in Spinney flats. The insurance policy stipulates that heating and cooking in flats is electrical and, therefore, the use of any type of bottled gas for heating or cooking is not only a breach of the insurance and would lead to claims being refused but will be treated by the management company as a breach of lease.

It is very important to keep your flat in good repair, and the insurance company have advised that this forms part of the insurance contract with them. Any claim for water damage, etc. will, therefore, be

investigated by them and you may be asked to prove that items such as hot water tanks, tap washers, etc. have been regularly inspected or replaced.

Flats left unoccupied, under the present insurance arrangements, have to be notified to the insurance company, so please advise a director if your flat will be unoccupied for a period of time greater than 30 days. Please note the high risk of any insurance claim being turned down if the insurance company has not been notified.

Tenants are respectfully recommended to consult a reputable insurance broker to ensure they are covered for all risks under their household policy.

4. Maintenance Fee

All maintenance expenses are met with a fee levied annually on 1st May of each year, on each flat, in accordance with your lease and is payable as a lump sum in advance as advised by the management company, along with the £28 ground rent. Failure to pay this fee on time is a breach of the lease. A penalty charge of £20.00 will be levied on late or non-payment of ground rent and maintenance fees, which will be added to the outstanding amount each month until the outstanding sum, including late penalty charges, is settled in full.

It is the management company's policy to hand cases of non-payment over to the company solicitor for legal action and recovery of not only the outstanding sums but also the late penalty payments plus all legal costs involved.

5. Meetings

Directors' meetings are held regularly. Please notify any director in writing or by email of items you wish to be discussed. Residents' meetings are held as necessary. The Annual General Meeting is held in September, following the end of the company's financial year on 30th April.

6. Share Certificate

On vacating the flat, on the sale of the same, it is the responsibility of the vendor that the company share certificate is handed to his or her solicitor. They in turn will complete a stock transfer form for stamping, a notice of assignment and details of any mortgage or charge on the property. These documents should be sent to the management company, who will advise of the current administration charges applicable and a new certificate will be issued. Non-possession of the share by a new leaseholder is a breach of lease and debars the new resident from speaking and voting at meetings or standing as a candidate for election to the Board of Directors.

7. Sub-Letting of Flats and Garages

The management company, as the freehold owner, requires under the terms of the lease to be notified in writing of any sub-lease granted on a flat. Details of sub-lettings are in the main Spinney lease, and a sub-lease must include the associated garage and be to a "family unit". Sub-letting of a flat to other than one family unit is prohibited by your lease and the Directors will take legal action against any leaseholder who sublets to anyone other than one family unit. Similarly letting of a flat without the associated garage will also result in legal action as this deprives the tenant of the use of the garage and increases the problem of limited parking spaces for both residents and visitors.

Notification of a sub-lease should be made by sending a copy of the sub-lease granted along with a cheque for the current fee to cover registration costs to the management company's secretary.

8. Keys and Locks

External doors to each block are protected by a security lock which automatically unlocks the outer door in the mornings for trades' entrance. At other times the lock is kept in the closed position. Each flat has a

telephone to communicate with callers at the outer door, and the door can be opened from within the flat by pressing a button on the telephone. Keys for the outer door have been supplied to each tenant.

Each flat has also been supplied with keys to the squash court, gymnasium and external and internal doors. It is the responsibility of the vacating resident to ensure the keys are handed to the new resident together with a copy of this booklet. A charge will be levied for the supply of replacement keys.

There is a combination lock fitted to the external door of the laundrette and to the communal rear doors of some blocks. The combination is changed regularly to deter non-residents from using the facilities and to protect washing left in the laundrette. Changes to the combination are notified to you in advance in one of The Spinney newsletters.

9. Garages / Casual Parking Areas

The casual parking area in the main and rear car parks and the parking places available on the approach hill to the car parks are mainly for the use of residents and visitors. Cars should not be left in the rear car park during the day if this obstructs access to the refuse bins at the rear of the car park and leads to the refuse collectors refusing to empty the bins. Please park only in the marked spaces.

Vehicles must not be parked in front of garage doors, as this obstructs other residents from using their garages, due to limited manoeuvring space.

If garages are used for purposes other than the garaging of residents own cars, cycle storage, etc. which excludes them from being used as garages for vehicles, you will be in breach of lease.

Commercial vehicles, lorries, caravans, campervans, vans, minibuses, boats, trailers, etc. (i.e. vehicles other than private cars intended for passenger use only) and **any vehicle without a current resident parking sticker should not be parked in The Spinney complex at any time** and residents and visitors are asked to park with courtesy and care to avoid blocking access to garages. Residents with double garages should make full use of the space and park two vehicles in the garage if possible.

Access for emergency vehicles such as fire engines and ambulances must be maintained at all times.

The car parks and approach road to The Spinney are private land and the maintenance and servicing vehicles in these areas is specifically prohibited.

Car washing facilities are supplied at the rear of block 1-6 and at the end of the garage block opposite flat 7-12. There is also an external power point for use of vacuum cleaners to clean the interior of cars. These facilities are metered and paid for out of communal funds and are, therefore, only for the use of residents to clean their own private cars. Cars should not be left parked at these facilities.

10. Pram Rooms

There is a locked communal room on the ground floor of each block for the use of all residents of the block to securely keep items such as prams and pushchairs. Please note that these are not for general storage by individual flats.

11. Personal Property

Personal property should not be left in communal areas, such as hallways/stairwells. Neither should items be stored in the electrical cupboards. These requirements are essential not only for consideration for your neighbours but also as a Health and Safety certificate regulation.

12. Laundrette

This facility is available to all residents. (See under Keys/Locks for access details.) The laundrette should not, due to disturbance to adjoining flats, be used between 10pm and 07am on weekdays or between 10pm and 09am at weekends. Machines working outside of these hours may be switched off.

Clothes left in machines after the operating cycle is complete can be removed and placed on surfaces by the sinks, should the machine be required for use by another resident.

Residents are reminded that the washing and drying machines are not commercial ones and should be treated with care.

a) Washing machines

They require £1.00 and £2.00 to operate them and the instructions for these machines are simple and displayed in the laundry room. Washing times vary according to each machine cycle. Please use the correct amount of washing powder/liquid, as it is important not to over-soap the machines.

Please do not overload the machines and cause damage to or flooding in the laundry room. Maximum weight 1-8 kg. Please check pockets before loading machines for rubber bands, hair clips, buttons, etc. as these have been known to jam the pumps, especially babies' rubber or plastic pants as these disintegrate in the hot water and likewise jam the pumps. We would wish to keep service costs to a minimum.

b) Drying Machines

These machines are programmed for a 20-minute dry for one 50p coin. A typical machine load might require £1.50 to dry thoroughly. We would ask you to remove any buckles and clips to prevent chipping of the vitreous enamel drums. We would also urge you to remove any lint from the lint trap after use to get the best from the dryers.

13. Washing Machines in Flats

Washing machines in flats must not be used before 07am or after 09pm in the interests of not disturbing occupants of neighbouring flats.

14. Water Damage to other Flats

Regular inspection of hose pipes, etc. should be carried out to avoid any flooding which may lead to water damage in neighbouring flats. Baths, showers and other possible causes of flooding should be similarly checked for water leakage.

Owners will be held responsible for the cost of any redecoration in neighbouring flats caused by water damage emanating from their flats and are advised to make sure they are covered by insurance.

15. Swimming Pool

The swimming pool will usually be heated from the beginning of May until the end of September.

Even during the warm summer days, the heat loss from the pool can still be considerable. To reduce this and the resultant increase in cost, the pool is covered when not in use. In order to swim, this cover can be pulled back using the roller mechanism at the shallow end of the pool. After swimming, if nobody else is about to use the pool immediately, the cover should be carefully drawn back to cover the pool using the rope attached. The pool must not be left uncovered when there is no-one actually swimming. Undue splashing of water from the pool can result in a drop in water height and can cause damage to the water pump. The heating and pumping controls of the pool are housed in the adjacent wooden hut and should not be altered in any way. Please notify a director if there is a problem.

The pool is professionally maintained. The pool water temperature is normally maintained at 82 degrees F. There is, for residents' safety, an electrical protection system installed on all equipment in the shed.

Children should not be allowed to play unattended in or around the pool. All residents and visitors use the pool entirely at their own risk.

Musical equipment or radios should not be used at the poolside, except when used with headphones, so that no disturbance is caused to other residents.

To avoid disturbance to other residents, the pool should not be used after 10.00 pm. Due to the limited size of the pool and the surrounding area, residents must use their discretion in the number of non-resident family and guests that they invite and ensure they are actually present when their guests are using the pool.

As the pool and BBQ are communal facilities, it is not possible to book exclusive use of either facility. If a special occasion is being planned, where more than four guests, including children, are being invited, please request permission from the directors and notify other flats well in advance so that clashes of dates can be avoided.

Pool-side tables, chairs and umbrellas are set out for use by all residents. Please do not move these elsewhere, particularly near the pool steps and BBQ area. Please leave them clean after you use them.

These rules should equally be made clear by you to any guests or relatives using the pool. Non-resident visitors are only allowed to use the pool when accompanied by a resident leaseholder or tenant.

16. Balconies

No washing, towels, swimming costumes or clothing are to be hung over or within the balcony at any time, nor should they be hung inside a window so as to be visible from the outside. This point is fully covered in your lease, and any violation of this rule is a breach of your lease. Only patio furniture and flowers/plants should be visible on balconies. A drying area with rotary dryers is available, situated behind the separate garage block on the northeast corner of The Spinney. There are also coin operated drying machines in the laundrette and drying rooms on the ground floor of five of the blocks.

17. Refuse Disposal and Recycling Bins

The council supply the Spinney complex with large refuse disposal bins and recycling bins. These are kept behind the garage block nearest to the Ware Road.

Please ensure that only household waste is placed in the bins. Refuse will only be collected that is left in the bins and not beside them. Please phone East Herts District Council on 01279 655261 to arrange for the removal of non-household items or take them yourself to the local refuse tip at Westmill Road, Ware SG12 0EL. Westmill Road is A602 which is signed, at the A10 Ware North roundabout, towards Stevenage.

Please use the recycling bins only as labelled. Placing inappropriate items in any bin will result in its non-collection.

Skips are provided on a yearly basis for disposal of non-domestic items.

It is the responsibility of all residents to keep The Spinney common areas tidy so please pick up any papers or other articles that may be lying around.

18. Squash Court Complex

a) Squash Court

The use of the premises is restricted to the hours of 10am to 09.15pm Monday to Friday and 10am to 07pm on Saturday and 10am to 05pm on Sundays and Bank Holidays out of respect for occupants in adjoining flats.

Keys are security protected and registered with locksmiths and cannot be copied except by a Spinney director. They should on no account be given to non-residents. If this is done and any damage occurs to the court, the resident responsible for loaning the key will be held responsible for any damage that may occur. If a non-resident plays at any time, the resident is expected to be in attendance and to ensure that the property is secured at the end of play.

b) Gymnasium and Apparatus

This gymnasium is strictly for the use of residents of The Spinney only. The use of the gym is restricted to the hours of 07am to 10pm Monday to Saturday and 09am to 09pm on Sundays and Bank Holidays in the interest of not disturbing other residents.

Only those residents aged over 18 years are allowed to use the gym.

No smoking is allowed.

Residents are strongly advised to carefully read the instructions on the use of the apparatus prior to using it.

Residents using the gym do so at their own risk. No liability whatsoever can be accepted by the Management Company for the loss, damage or injury to any person using the gymnasium and apparatus howsoever caused.

Residents are requested to leave the gym in a tidy condition and to ensure the lights are turned off and the doors locked, should they be the last to leave.

Please note that the showers are not currently in use.

c) Snooker Table/Dart Boards/Table Tennis Table

These are for use by all residents. Due to the potential damage to the snooker table cover, use of this facility is restricted to adults or children accompanied by a responsible adult. For safety reasons, no darts are to be left in the complex. Residents are required to supply their own darts and table tennis balls.

d) Social Events

The Common Room attached to the squash court complex is available for letting to residents at a nominal cost.

19. Radio and Television Reception

Your lease specifically prohibits you from erecting an individual aerial or satellite dish. Cable television, radio and telephone services are available to all flats. Details and prices of this service are available from Virgin Media.

20. Pets

Pets, as you should be aware from the main Spinney lease, can only be kept in flats with the management company's written agreement. No dogs are permitted under any circumstances within the flats or public areas.

21. Noise

Please keep noise to a minimum out of courtesy for your neighbours. Sound travels and echoes easily around the Spinney. You are requested to: - turn off car engines in the car park (and to ask visitors/taxis to do likewise); - turn off car radios/music in the car park; - not to play loud music/media at any time in the flats and to be sensitive to noise travelling when windows and doors are open in the summer.

These rules are intended to make your stay in the Spinney a pleasant and happy one and to ensure that your investment in your property retains its value in the future.

Again, we wish you a happy and pleasant time at The Spinney. If you have any queries, problems or suggestions, please contact any one of the directors who will be happy to help.