

# Welcome to The Spinney

## Company Handbook

Beechwood Spinney Management Company Ltd.  
The Spinney, Hertford, Hertfordshire SG13 7JR

Registered No 1111642



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

**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.**

There is a board outside the launderette where day-to-day notices are placed.  
Should you have any questions or suggestions about the management of the  
complex, you should send an email email to: [mahoneypeter3@gmail.com](mailto:mahoneypeter3@gmail.com)

**Company Registered Office**

Springfield Secretaries Ltd  
Springfield House  
99/101 Crossbrook Street  
Waltham Cross Hertfordshire  
EN8 8JR

Registered No. 1111642

**Contact:** Pam Watson. **Direct Line:** 01992 789698

**Website:** [www.thespinneyhertford.co.uk](http://www.thespinneyhertford.co.uk)

**Accountants**

Trevor Jones Partnership  
Springfield House  
99/101 Crossbrook Street  
Waltham Cross Hertfordshire  
EN8 8JR

**Solicitors**

Gisby Harrison,  
Goffs Oak House  
Cheshunt  
Hertfordshire  
EM7 5HG

**Directors (2017)**

Lee Anderson; Bob Cranstone; Robbie Hamilton; Peter Mahoney (Chair);  
Frances Mortimore

**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 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 asked to support prospective Spinney leaseholder-clients by providing them with this booklet to consider *before undertaking any rental agreement.***

**Vendors are required to pass this booklet on to any prospective purchaser for consideration *before committing to any contract.***

## 2. Maintenance

The Management controls the general maintenance of the exterior of the property, and shareholders should bring anything concerning exterior maintenance to the notice of the management, preferably by email. Exterior painting is undertaken at the discretion of the directors and other repairs are carried out as required to roofs, guttering, drains, television aerial, car park, swimming pool, launderette, squash court, recreation area, etc. Electric power and light as well as water are supplied to the common parts.

Please put a note of any maintenance required on the notice board list.

**You have an obligation under the lease to keep your own 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, via an email to the directors. The directors ask that no direct approach is made to the gardener on any of these matters.

A cleaner is employed to clean the common parts of The Spinney which includes the staircases, the launderette and the squash court, etc. Carpeted staircases and door mats are vacuum cleaned each week. The cleaner will note any electric light bulbs or bulkhead glasses requiring replacement when required - the management would appreciate a note made by residents on the notice board outside the laundry room as to position, bulb, etc. needing replacement, when a director will effect a replacement in due course.

Outside windows of flats, and both side 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).**

## 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 and terrorism, 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.**

**Because of 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, and 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 is the insurance company has not been notified.

**Tenants are strongly advised to consult a reputable insurance broker to ensure they are covered for all risks under their household policy.**

Should you ever need to claim against The Spinney's buildings insurance, the details are: **Aviva Policy no: PM1000 - 95CHC; 24/7 Claims Line: 0800 015 1498**

#### **4. Maintenance Fee**

All maintenance expenses are met by a fee levied annually, normally on 1<sup>st</sup> July of each year, on each flat, in accordance with your lease and is payable in advance of 1<sup>st</sup> July each year, 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 note only the outstanding sums but also the late penalty payments plus all legal costs involved.

#### **5. Meetings**

The directors continually discuss the running of the property. Please notify the directors, preferably by email, of any matters you may wish them to consider. The Annual General Meeting is held in July, following the end of the company's financial year on April 30<sup>th</sup>.

#### **6. Share Certificate**

On vacating the flat, or on the sale of the same, it is the responsibility of the vendor that the company share certificate is handed to his/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 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 or 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-letting are in the main Spinney lease, and a sub-lease must include the associated garage as an integrated unit. Sub-letting of flats to other than single tenant, couple or family unit is prohibited by your lease, and the directors will take legal action against any leaseholder who sublets to any tenant-combination other than those outlined above. Similarly, letting a flat without the associated garage will also result in legal action, as this deprives the tenant of the use of the garage and aggravates the parking-space problem for both residents and visitors.

**Notification of a sub-lease should be made by sending a copy of the lease granted, along with a cheque for the current fee to cover registration costs, to the Management company's secretary at the Springfield House address on page 2 of this booklet.**

## 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 an intercom to communicate with callers at the outer door, and the door can be opened from inside the flat by pressing a button on the telephone. Two 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 all keys are handed to the new occupant, together with a copy of this booklet, **sight of which should also have been made available to the prospective purchaser or tenant prior to agreeing any sub-lease or contract to buy.** A charge will be levied for the supply of replacement keys.

Keys to the exterior door to the squash court complex are security registered and numbered keys and cannot be copied. See notes on squash court complex for details of facilities and booking procedures and charges.

There is a combination lock fitted to the external door of the launderette 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 launderette. Changes to the combination are notified to you in advance in one of The Spinney newsletters.

## 9. Garages / Casual Parking Areas

All Spinney residents have allocated parking accommodation for one, and in most cases two, vehicles comprising a single or double garage. The casual parking in the main and rear car parks, and the parking places available on the approach hill to the car parks, may be used by residents on a first-come-first-serve basis. Vehicles should not be left in the rear car park during the day as this obstructs access to the refuse-bins at the rear of the premises, and can lead to the refuse collectors' refusing to empty the bins. **Vehicles should be left only in the marked bays, and should on no account be parked in areas marked with yellow lines: failure to observe these requirements will inconvenience or obstruct other residents and/or access for utility/emergency vehicles.**

**Vehicles must not be parked in front of garage doors, as this hinders other residents in accessing their garages, due to limited manoeuvring space.**

**Residents have no entitlement to a space in the casual parking area: if there is no space in the carpark residents should either garage their vehicle or seek alternative parking off site.**

**Large vehicles:** lorries, vans, caravans, minibuses, boats, trailers, etc., (whether or not marked with logos or lettering, i.e., vehicles other than ones intended for private, non-commercial use), should not be left overnight in the casual parking area.

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 they own more than one vehicle.

**Access for utility-services and emergency vehicles such as fire engines and ambulances must be maintained at all times. This can only be assured by adhering to the norms outlined above. Vehicles improperly parked may be issued with a notice reminding the owner of the relevant regulation. Residents who persistently ignore these regulations will be contacted directly by the Management Company and reminded of the obligation to comply. Continued non-compliance will be dealt with as a breach of Lease.**

The car parks and approach road to The Spinney are private land and the maintenance and servicing of 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 residents to clean their vehicles, and for no other purpose.**

**You are strongly advised to consider carefully the implications of section 9 of this booklet before purchasing a Spinney property or committing to a rental agreement here.**

## 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 keep securely items such as prams and pushchairs. **Please note that these are shared facilities; they are not for general storage, and should not be monopolised 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 out of consideration for your neighbours but also as a Health-and-Safety-certificate regulation. **Our buildings insurers require us to keep all landings and corridors free of all items (including doormats unless these have rubberised, sloping borders). This is to facilitate emergency evacuation of the premises; failure to observe this requirement may invalidate our insurance. Our fire-risk report prescribes that hallways be kept clear of all obstacles (up to and including doormats other than those fitted with rubberised, flush-to-the-floor edges).**

## 12. Launderette

This facility is available to all residents. (See under Keys/Locks for access details.) The launderette should not, due to disturbance to adjoining flats, be used between 10pm and 7am on weekdays or between 10pm and 9am at weekends. Machines running 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 either £2.50 or £2.00 to operate, and the instructions are quite simple. They are displayed in a folder kept in the laundry room. Wash times vary according to each machine. 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 9-10 lb. (4-4.5 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 7 am or after 9 pm, to avoid disturbing the occupants of neighbouring flats.

### **14. Water Damage to other Flats**

Regular inspection of hose pipes, etc. should be carried out to avoid 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 are 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 their own contents-insurance.

### **15. Swimming Pool**

The swimming pool is usually 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. 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 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 are not allowed in the pool area, unless used with headphones.** This is to avoid disturbing other users of the facility or neighbours.

Also to avoid disturbing 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 must ensure they are always present when their guests are using the pool. As a rule of thumb, we consider a maximum of four guests at any one time to be appropriate. **Residents deemed to be exceeding these reasonable limits will be asked not to invite guests to use the facility.**

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. The Directors will only approve a limited number of such events in any year, so that residents are accorded priority-access to the facility.**

Pool-side tables, chairs and umbrellas are available to all residents. They should not be moved to other parts of the premises, particularly near the pool steps and BBQ area. They should be left clean after use.

Residents should equally make these rules clear to any guests 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 to be visible from 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 launderette 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 the A602, which is signalled off the A10 Ware North roundabout, in the Stevenage direction.

Please use the recycling bins only as labelled. Placing inappropriate items in any bin will result in its non-collection. **Please note that the paper bin is for white paper only, and that plastic bags may not be put in any of the recycling bins.**

Skips are provided on an occasional basis for disposal of non-everyday 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**

There are heaters in the upper and lower floor of the complex and these are operated by a £1-coin meter situated on the first floor on the wall near to the toilet/shower room door. Please note that the showers are not currently in use.

### **a) Squash Court**

The use of the premises is restricted to the hours of 10.00 to 21.15 Monday to Friday and 10.00 to 1900 on Saturday and 10.00 to 14.00 on Sundays and Bank Holidays out of respect for occupants in adjoining flats.

Residents wishing to play should make a booking by writing their flat number on the booking sheet on the notice board outside the laundry. Players should wear squash shoes on court. Payment for use of the court is by coin meter situated at the main door to the complex. The present charge is £1 (£1 coins only) for approximately 45 minutes.

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 help 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 0730 to 2200 Monday to Saturday and 0900 to 2100 on Sundays and Bank Holidays in the interests 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 read carefully all instructions on the safe use of the apparatus prior to using it.**

**Gym-users 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.

### **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. Bookings for snooker can be made on the booking sheet on the notice board outside the laundry. 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. Enquiries about this should be made to the directors.

## **19. Radio and Television Reception**

There is a communal aerial supplying terrestrial/Freeview TV and FM radio signals. All properties are enabled to receive Virgin Cable services. Please contact Virgin Media to arrange for this service. **Your lease specifically prohibits you from erecting an individual aerial or satellite dish.**

## **20. Pets**

**Pets, as you should be aware from the main lease, can only be kept in flats with the management company's prior 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 the 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, suggestions or requests, please contact one of the directors who will be happy to help.

BSMCL (April 2017)

