

# **BULSTRODE COURT**

## **OWNERS GUIDE**



2018 EDITION

## **INTRODUCTION**

The purpose of this guide is to inform the residents of Bulstrode Court as to their rights and obligations under the Head Lease and respective Underleases covering the property i.e. the 74 flats in the four blocks comprising Bulstrode Court, its common parts and grounds. This guide has been produced to provide useful information however the contents of this guide are drafted without prejudice to the rights and obligations, including legal rights and obligations of each owner set out in the relevant Underlease.

The Freehold of the property is owned by Bulstrode Court (Freehold) Limited (The Lessor). The owner of each flat is called the Lessee and the flat concerned is occupied through an Underlease. All Underleases contain substantially identical provisions. Lessees are interchangeably referred to in this guide as Lessees and "owners".

This guide sets out the obligations of the Lessor and the owners; which are designed to ensure that owners and other residents can live in a harmonious environment. In a property such as Bulstrode Court a balance has to be struck between the wishes of the individuals, the terms of the Head Lease and Underleases, and the need to maintain a residential environment which most closely meets the wishes of all concerned. Owners are advised to make themselves familiar with the terms of their Underleases, particularly as to the rules, regulations and stipulations to be observed as contained in the Fourth Schedule (reproduced at the end of this guide) and the Fifth Schedule and to any subsequent amendments or additions to such rules which the Lessor has made or may make from time to time.

## **BULSTRODE COURT MANAGEMENT LIMITED** **(The Management Company)**

Bulstrode Court Management Limited is a Company established under the Companies Act 1948. Its Memorandum and Articles of Association were agreed in 1963. Under these the Management Company entered into a lease with the owner of the Freehold (The Head Lease). The most important duties are:

- a) To enter into and carry into effect the head Lease.
- b) To manage and administer the property.
- c) To enter into Under Leases with the owners (Lessees).
- d) To maintain the grounds, common parts and exterior of the buildings in good order.
- e) To collect the Ground Rent, paid annually to the owner of the Freehold.
- f) To maintain such accounts as are necessary to discharge its responsibilities.

The members of the Management Company are the owners of the flats and the majority (though not all) of the owners also own a share of the Freehold. The Management Company has a Board of Directors (not exceeding eight in number), which elects one of its members as Chairman. Each Director is elected by the shareholders and retires by rotation after four years, although they remain eligible for re-election. Each shareholder pays the Management Company a rateable proportion of expenses incurred by the Management Company, in discharge of its responsibilities (the Service Charge). There are rules set out in the Memorandum and Articles of Association covering the conduct and duties of the Board and the Directors (who are unpaid). The Board usually meets quarterly and the Management Company holds an Annual General Meeting at which accounts are presented and to which all shareholders are invited.

## **THE CARETAKERS**

Bulstrode Court benefits from having caretakers on site Monday to Friday between the hours of 8:00am and 4:00pm. The caretakers have an office located on the ground floor of the building housing flats 1-24, which you can 'buzz' from the intercom system at the main front door – although please note that they are usually 'out and about' around the property undertaking their duties. Their responsibilities include cleaning the internal common parts, maintaining an incident book, recording contractor's arrivals and departures, keeping an eye on parking, registering complaints and generally assisting residents and visitors with their queries when appropriate. They will if requested receive parcels on behalf of residents who are absent. They are not permitted to carry out any work for flat owners. They also serve as a point of contact to the Managing Agents

### **The Caretakers contact details are:**

**John & Gary**

**Office Line: 01753 882790**

**Mobile Number: 07807 278371**

**E-Mail: [bulstrodecaretaker@outlook.com](mailto:bulstrodecaretaker@outlook.com)**

## **THE MANAGING AGENT**

Under the instruction of the Management Company, David Charles Property Consultants are the current Managing Agent. Their responsibilities include keeping the accounts, administering the contracts for gardening, general cleaning and portering, handling day-to-day matters. Owners are encouraged to bring more important matters to the attention of the Board in writing, via the Managing Agent:-



**29 High Street**

**Pinner**

**HA5 5PJ**

**Tel: 020 8866 0001 Fax: 0208 868 2600**

**Mail: [beverley@davidcharles.co.uk](mailto:beverley@davidcharles.co.uk)**

**Out of Hours number (for genuine emergencies only): 020 8 090 1576**

## **REPAIR AND RENEWAL**

(Under Lease Clause 2.10)

### **ALTERATIONS**

- a) In accordance with the terms of the Lease, all flat owners must apply to the Management Company for permission to undertake any alterations to the layout of the flat. Some repairs and/or renewals within the property also require formal consent, including installing or repositioning boiler vents through the external walls. Any debris resulting from such work is the responsibility of the flat owner or their contractor to remove from site upon or prior to completion of the project. Permission to install scaffolding or skips must similarly be sought.
- b) All applications for alterations are to be submitted with detailed plans of the current and proposed layout, a detailed specification of works, and building control permission [or written confirmation from the Local Authority that this is not required], to the Managing Agents who will liaise with the Management and Freehold Company.
- c) Subject to the nature of the application, the Management Company will appoint either the Managing Agent or a firm of Surveyors to review the application and oversee the works if approved.
- d) Where applicable, a License to Alter will be issued by the solicitor acting on behalf of the Management Company.
- e) Before the application can be considered a personal undertaking must be given by the owner to pay all costs incurred by the Management Company in dealing with such application including the surveyor and legal fees. The financial liability rests with the flat owner under the terms of the Lease.

Failure to follow the correct protocol may prejudice the sale of the flat as formal consent for the alterations will be requested at conveyance. Dealing with the matter retrospectively is likely to incur greater fees. Guidance notes are available from the Managing Agent.

### **COMMON PARTS**

The common parts are not included within the demise of the flats and therefore flat owners are not permitted to undertake any works in these areas, including hanging pictures or changing the external appearance of the individual flat doors.

### **CONTRACTORS**

Contractors working on behalf of flat owners must use the rear staircases to transport 'builders' materials' and may not use the lifts to transport the same. Any debris must be completely cleared up at the end of each day, to include hoovering the stairs where necessary as the caretakers are not responsible for clearing up in this instance. Contractors may not work in the common areas.

## **EXTERNAL FLUES**

Please be advised that permission to install flues will be granted on the strict understanding that the following provisions must be adhered to:

- a) That all work will be undertaken by a suitably qualified contractor who holds full public liability insurance and has undertaken a full risk assessment.
- b) That any work carried out to the exterior wall will be finished to a high standard and undertaken with due care and consideration of the external appearance of the block.
- c) That any additions will be in keeping with the existing appurtenances and placed in such a way that they will not disturb other fixtures.
- d) The specific style of flue to be used is as depicted in the attached photograph.
- e) That any disruption to other residents will be limited wherever possible.
- f) In the event of any damage caused to the building as a result of these works; the flat owner will undertake to be liable for the rectification work and any associated costs.
- g) That no structural alterations are undertaken other than that agreed herewith without prior consent.

Please see depicted below, the external Flue style approved by Bulstrode Court (Freehold) Limited:



## **WINDOW REPLACEMENT**

The Board will only approve an application for the replacement of the windows provided these are of a type and therefore similar in appearance to the existing, original windows. This is to maintain the uniform external appearance of the building, which is a requirement of the Lease. On receipt of the application the required specification will be provided. The Management Company will appoint either the Managing Agent or a firm of Surveyors to inspect the works during and after installation.

## **GENERAL INFORMATION**

### **CAR PARKING**

In addition to the demised garages and carports available to residents, there are undesignated parking areas behind each block. These may be used by the residents, their contractors and visitors as required. The parking areas in front of the buildings housing flats 1-24 and 49-74 are for short term use only and may not be used for long term or overnight parking. This is to allow ambulances and fire engines access in any emergency situation. Parking on the pavement or grass verges is strictly prohibited and the vehicle owner will be pursued for any damage caused in this instance. Vehicles must not be park in any area which will obstruct traffic/pedestrians or the emergency services and parking is strictly prohibited on the corners of the access roads.

The access roads are private roads, and any parking enforcement employed is at the discretion of the Management Company.

No untaxed or dilapidated vehicles may be parked on site.

### **CLEANING**

Cleaning of the Common Parts of each block, the roadways and entrances is the responsibility of the Management Company supervised by the Managing Agent.

### **GARDENING**

Maintenance of the grounds at Bulstrode Court is the responsibility of the Management Company and is currently carried out by a contractor supervised by the Managing Agent. There is a gardening sub-committee of Bulstrode Court Management Limited who give general directions to the gardening contractor. Additional landscaping and planting projects are considered as required outside of the maintenance contract provision.

### **NOISE (Under Lease Fourth Schedule, First Regulation)**

Other than for emergency work, all flat owners, their employees and contractors are requested not to carry out any prolonged hammering/drilling or other work causing noise to be heard in adjoining flats, except between the hours of 8.30am and 5.00pm Monday to Friday, and 8.00am and 2.00pm on Saturdays and never on Sundays or Bank Holidays.

### **RUBBISH DISPOSAL**

All rubbish must be placed in the correct refuse receptacle within the bin-store serving your building, and in particular recycling must be sorted as indicated on the information displayed within the bin-stores / on the bins. Plastic bags may be used to carry items down to the bins, but no plastic bags whatsoever are to be placed in the recycling bins. Large cardboard boxes should be broken up and placed in the correct recycling bin.

Fly-tipping is illegal and bulky items must be disposed of at the owners' expense. If required, please contact the Local Authority for details of any special collection service they offer and in this event please let the caretakers know that collection has been arranged before leaving the item on the grounds.

## **SECURITY**

Residents are asked to report any suspicious persons or activities immediately to the caretakers and/or David Charles Property Consultants Limited. Depending on the nature of the incident, it may be appropriate to telephone the police to investigate particular circumstances and residents should not hesitate to do so.

The entrance doors to each block are fitted with coded keypad entry systems. The codes are changed periodically and any changes will be communicated accordingly, however if you are a new resident please see the caretakers for details of the current code if required. Keys of course continue to operate the doors irrespective of whether there is a keypad or fob entry system in situ.

Bulstrode Court benefits from the added security of electric vehicular gates. At the time of installation, each flat owner was provided with electric remote access fobs and a five digit code to allow access via the keypad. New owners should ensure that they collect both the fobs and the codes from the outgoing Lessee, as there is a charge to issue a replacement. Similarly Landlords should collect any fobs issued to their tenants at each tenancy change. To exit, simply pull up to the stop line on the exit gate and the gates will open automatically.

The intercom system at the electric gate calls the resident on their nominated telephone number(s) as opposed to a static handset, therefore please keep your details updated with David Charles Property Consultants Limited. Landlords should ensure that their tenants' details are added to the system at each change of tenancy and new owner-occupiers should register their details. Please note that there is a charge to update the system. Visitors should use the facility at the gate to scroll down to the required flat number and press the bell key, which will trigger a call to your nominated telephone number(s). To allow access to a visitor, simply press the # key on your keypad whilst connected and the gates will open. NB The intercom system is compatible with all telephones that generate a DTMF tone. Some telephones need to have DTMF tones enabled via a switch on the telephone or via the options menu. DECT phones may behave a little differently and therefore users of this telephone type should ensure that they press the # key in a short sharp manner rather than pressing and holding the button.

The Management Company reserves the right to recharge any costs incurred in cost of updating or otherwise making changes to the details programmed into the intercom system, where applicable. At the time of writing, any changes to the system incur a charge of £30.00 + VAT.

The pedestrian gate has a four digit access code that unlocks the gate which should then be pushed open. The code is changed periodically and any changes will be communicated accordingly, however if you are a new resident please see the caretakers for details of the current code if required

Please do not 'buzz' anyone into the grounds or buildings if they are unknown to you. Please also remind visitors to call for attention upon arrival and not expect other residents to allow access.

All contractors working on site must report to the caretakers' office and provide a contact number and their vehicle registration number.

## **SUB LETTING (Under Lease Clause 17)**

If a Lessee wishes to sublet the flat, permission must be obtained from the Management Company. The Management Company ask that if you are considering sub-letting your property you notify the Managing Agents of your Letting Agents (where applicable) and the details of the tenants. Please ensure that each tenant is directed to peruse the Tenants Guide (the version of this guide, specifically put together for tenants).



## HEALTH & SAFETY

### GENERAL

No items are to be left in the corridors as these prevent a trip hazard or otherwise encumber a rapid exit, particularly in the event of an emergency.

No items are to be stored in the service cupboards as they are considered as combustible material.

Generally please exercise due care and attention whilst travelling around the property, particularly when contractors are on site undertaking works.

It is illegal to smoke in the internal common parts.

### FIRE PRECAUTIONS

There are smoke alarms in the corridors of each block, which emit a high pitched wailing sound when activated.

The FIRE BRIGADE should be summoned to every fire or suspicion of fire e.g. excessive smoke (unless it is minor and can be dealt with safely). If in doubt, exit the building and call the Fire Brigade.

#### **Summon the Fire Brigade by:**

- 1) Dial 999 or 112 for the Emergency Services.**
- 2) Ask for the 'Fire Brigade' and provide your telephone number to the call handler.**
- 3) You will be connected to the Fire and Rescue Service. Give the relevant information distinctly:**
  - **What is on fire**
  - **What is the address**
  - **What is the nearest main road**
  - **What town are you in**

DO NOT replace the receiver until you are certain that the details have been correctly noted.

Residents in the Block affected should leave by the nearest available exit – front or back stairs.

- **Do not use lifts.**
- **Do not stop to collect personal belongings**
- **Assemble in the entrance hall in the building containing flats 1-24, if the fire is in any of the other buildings. If the fire is in the building containing flats 1-24, assemble in the building containing flats 49-74.**
- **Do not re-enter the affected Block until told that it is safe to do so.**



## **Fire Action Notice – ‘Get Out’ Policy**

*Landlords – please provide a copy of this Notice to all incoming tenants*

If fire breaks out in your home:

- Leave the room where the fire is straight away, then close the door
- Tell everyone in your home and get them to leave. Close the front door of your flat behind you (to reduce the spread of fire)
- Do not stay behind to put the fire out
- Call the fire services
- Wait outside, away from the building

**If safe to do so, alert other residents in the immediately vicinity on the way out (knock on their doors).**

If you see or hear of a fire in another part of the building:

- You must immediately leave closing the front door of your flat behind you (to reduce the spread of fire)

**To call the fire service:**

- **Dial 999** or 112
- When the operator answers, give your telephone number and ask for FIRE
- When the fire service reply, give the address where the fire is
- Do not end the call until the fire service has repeated the address correctly

### **Fire Safety in Purpose Built Blocks of Flats**

If a fire breaks out anywhere in your block of flats or you hear a fire alarm leave immediately. Always leave if your flat is affected by smoke or heat or if told to by the fire service. Always use the stairway to descend to the ground level if escaping.

**DO NOT LEAVE YOUR BELONGINGS OR RUBBISH IN CORRIDORS, THE STAIRWAY OR SERVICE CUPBOARDS.** This could affect you and your neighbours if there is a fire.

If you are in a corridor or stairway and you notice a smoke or a fire, leave the building immediately and, if safe to do so, alert other residents in the immediately vicinity on the way out (knock on their doors).

**DO NOT PUT YOURSELF AT RISK.**

**DO NOT RETURN TO YOUR FLAT UNTIL YOU ARE INSTRUCTED TO DO SO BY THE FIRE SERVICE.**

Remember:

- Test your smoke alarm regularly
- Keep the exit route from your flat clear so you can escape in an emergency
- Close doors at night, especially the doors to lounges and kitchen to prevent fire spreading

**PLAN YOUR ESCAPE NOW. Be prepared and do not wait until it happens.**

## **THE FOURTH SCHEDULE**

(as referred to in the introduction)

### **Rules, Regulations and Stipulations to be observed by the Lessee**

- 1) Not to do or permit anything in the apartment or the block which may be or become a nuisance, annoyance, disturbance, injury, damage or danger or cause inconvenience to the Lessors or their respective tenants or occupiers of other portions of the Block or the owners, tenants or occupiers of the adjoining buildings or neighbouring apartments which may affect the reputation of the property as high quality residential flats.
- 2) The properties were constructed with solid floors which were originally intended for the fitment of carpets, however if wooden floors are fitted suitable sound barriers must be installed to be compatible or improve the sound impedance.
- 3) Not to place or allow to be placed any show board, name bill, placard, advertisement or notice to let or any other things whatsoever upon any external parts or windows of the block or the apartment nor place an article in any of the windows or on the sills thereof which will be visible from the outside of the block and which in the opinion of the Lessors is unsightly apart from window boxes which may with the previous written consent of the Lessors be securely fixed behind the parapet of the balcony of the apartment and such window boxes shall be properly tended and cultivated and kept in neat and tidy condition.
- 4) To ensure that the windows (whether open or closed) of the apartment shall be suitably lined and curtained in an appropriate style and colour having regard to the situation of the Block so as to prevent at all times a view of the interior thereof from adjoining highways or from neighbouring apartments.
- 5) To keep the entrance door of each apartment shut and not to leave or wedge open any fire doors so marked or deposit or permit to be left or deposited any bath chair, invalid carriage, cycle, bassinet, children's mail cart, perambulator or other wheeled vehicle or any good parcels, cases, refuse, litter or any other things in or upon the staircases, passages or any part of the block outside the apartment used in common with other tenants of the Block.
- 6) Not to permit vehicles belonging to the Lessee, their employees, agents or visitors to remain in attendance outside the block in such a manner as to obstruct the ready approach to the block or to neighbouring apartments, not to leave or permit any vehicles to be left anywhere within the vicinity of the Block except in the Lessee's allotted parking space in the ground floor garage or in the various parking areas for any purpose other than the setting down or picking up of passengers or the delivery and collection of goods.
- 7) That no clothes, linen or other similar articles shall be hung or placed on any part of the apartment so as to be visible from any adjoining property or the neighbouring road.
- 8) That no musical instrument, gramophone, radio, television or other similar instrument shall be played or used or any singing or dancing to take place so as to cause nuisance annoyance to others or at all between 11.00pm and 7.00am.
- 9) That no boarders, lodgers or paying guests shall be taken in or permitted in the apartment and that the apartment shall not be used or occupied for any profession, or business or for any political purposes or meetings or otherwise than as a single private residence for the Lessee and their family.

- 10) Not to permit persons of unsound mind or a drunkard to reside in the apartment. Not at any time to keep within the apartment or the communal areas any animals, including cats, dogs, and birds.
- 11) Forthwith to remove and clean up any litter or disorder which shall have been made by the Lessee, his employees, agents or visitors on the staircases or passages or any other part of the Block.
- 12) Not to bring or take out of the Block any furniture or bulky materials except between the hours of 9.00am and 5pm. Any damage caused to the common parts or service stairs of the Block or to the property of any other occupier or tenant in the exercise of the rights conferred upon the Lessee by this Clause shall forthwith be restored at the of the Lessee to the satisfaction of the Lessors.
- 13) To use the lifts in a reasonable manner and not to overload same or use the passenger for the carriage of furniture, heavy goods, bulky or objectionable articles.
- 14) The Lessors shall not be liable for and no claim shall be made against them in respect of loss however arising or to whatsoever attributable by theft or otherwise from the apartment or from any other part of the Block of money, jewellery, articles of value or other property or effects belonging to the Lessee, his family, visitors or friends.
- 15) Not to store in the apartment any petrol or other inflammable spirit or other explosive substances.
- 16) No rags, dirt, rubbish or other substance shall be inserted into or placed or left in the sinks, baths, lavatories, cisterns or pipes in the apartment, nor shall any obstruction or blockage be caused in the sinks, baths, lavatories, cisterns or pipes in any other way.
- 17) Not to use the address of the apartment or permit or suffer the address of the apartment to be used for the issue of circulars or business announcements of any kind.
- 18) All household rubbish shall be wrapped in a plastic container which must be sealed and in the appropriate communal dustbins provide in each Block and any glass and/or newspapers to be left neatly in the bins.
- 19) Not to erect any external radio, television or satellite aerials or dishes.
- 20) Not to use or permit to be used in the apartment any electrical device which does not to British Electrical Appliance Board Standards (look for the kite mark)
- 21) Not to permit or suffer the children of the Lessee or of any occupant of the apartment or of any of his or her friends, visitors or employees to play upon any staircase or landings or passageways or the lifts in or about the Blocks.
- 22) Not at any time to interfere with the external decorations or painting of the apartment of any part of the Block.
- 23) To permit the Lessors or their respective agents at any time or times during reasonable hours in the daytime and upon reasonable notice being given to enter upon the apartment or any part thereof for the purpose of inspecting the manner in which the occupations herein before referred to, are conducted in relation to the covenants, rules, regulations and stipulations herein contained. The right to determine which constitutes a nuisance or annoyance within the meaning of the Clauses herein contained shall belong to the Lessors whose decision shall be final and binding on all Lessees of the Block.
- 24) The overnight parking of caravans, boats, trailers and commercial vehicles is not permitted.

## **Additional Rules, Regulations and Stipulations to be observed by the Lessee**

Bulstrode Court Management is legally obliged under the Head Lease from Bulstrode Court Freehold to maintain the property including the gardens and grounds of the highest character and reputation, and to take all reasonable steps to ensure that the flats are let to respectable and responsible persons who will not be a nuisance to or likely to give rise to complaints from other tenants.

In view of the number of complaints received by Bulstrode Court Management, we are now, therefore, writing to all Freeholders, Leaseholders & Occupiers of Bulstrode Court to update them concerning the outside spaces consisting of the **3 Service Roads, Parking Areas** and **all the Grounds**.

Bulstrode Court's grounds and gardens are maintained to a very high standard which is achieved by significant funds being directed at them from the service charge. The residents are welcome to sit in and enjoy these gardens in peace & quiet on the benches placed in situ.

Because of the recent near misses on the roads, and the gardens being used as a playground we would emphasise the following: -

### **Rules & Regulations**

Ball games of any sort which includes frisbees and any other sort of outdoor games are not allowed anywhere in the grounds.

No bicycles, scooters, skateboards or similar are allowed to be ridden on any part of the estate. Such items should be wheeled or pushed beyond the boundary before being ridden.

No adult or children's games of any sort are allowed anywhere on the grounds which includes the gardens, the roads, and service areas.

The flower beds, plants, and shrubs are to be protected from damage at all times.

Raucous noise should not be created, and music must not be played anywhere in the grounds.

Social gatherings, garden parties, barbeques or picnics are not permitted.

No deck chairs, sun loungers, picnic blankets of any sort are to be used in the gardens. Sunbathing is prohibited. Benches are placed in situ for everyone's use.