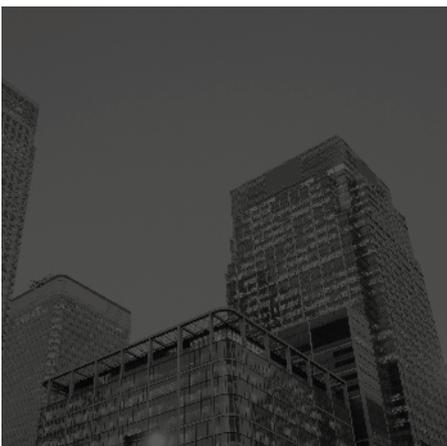




# FREEHOLD RESIDENT HANDBOOK





## Introduction

### **Welcome to your new home.**

At Alexander Faulkner Partnership, our role is to manage the development on which you own a property, looking after communal areas in addition to offering a range of services to ensure the environment is managed to high standards.

This handbook is intended to provide you with information that will help you to settle into your new home and attain the best benefits from all of the available facilities.

However, please note that this document is a generic guidance note and the Transfer Document may vary with regard to specific details of each development. This document is designed to help owners, but it does not form part of your contract of sale, the TP1 Title Deeds for your property.

We believe a successfully managed development is achieved through effective communication with the Freeholders and property owners, consulting on matters of major importance.

Please bear in mind, it is essential that you are aware of your rights and obligations under the terms of your title deeds.

This guide will identify the range of services provided, the people involved e.g. the Freeholder, property owner and Managing Agent as well as our approach to Customer Service.

## 2. Glossary of Terms

### 2.1 The Freeholder (of communal areas)

The Freeholder could be one of the following:

- 🏠 The Developer
- 🏠 Resident Management Company
- 🏠 Or a 3rd party (Investment Company)

Freeholders are bound by the terms of the Transfer Document (Title Deeds) in the same way as you (the owner of your own dwelling) are.

### 2.2 Management Company

The Management Company could be one of the following:

- 🏠 Resident Management Company
- 🏠 Developer

Under the terms of the Transfer Document, the Freeholder has a right to appoint a Property Management Company to act as its agents to manage its interests.

### 2.3 Managing Agents

These are usually appointed by either the Management Company Directors or the Freeholder to maintain the interests of all parties.

### 2.4 Share of Freehold

You may have purchased or have been gifted the development's communal areas. You will either be a shareholder or a member of the Freehold Company, dependant on the Company's Memorandum & Articles of Association.

### 2.5 Property Owner

For the purpose of this information guide, the freehold owner of the dwellings on the development shall be referred to as the 'home owner'.

### 2.6 Assignment

An Assignment is the transfer of ownership from one person to another, usually by sale. This may also take place when there is a transfer of equity from one named person to another already party to the Transfer. Conditions regarding the transfer may apply and therefore your solicitor will contact us to discuss any restrictions; you will find the conditions contained in the TP1 Document, your title deeds.

### 2.7 Breach of Covenant

A breach of covenant is where you have broken an agreement or are contravening a clause within the lease. Failure to do what a party says he/she will, or will not do, in the lease is considered to be a breach and must be remedied.

### 2.8 Clause

Contained in the Transfer are clauses. These are sub divisions containing certain terms or provisions of the Transfer. The clauses are usually numbered consecutively, and sub clauses may follow.

### 2.9 Contractual Obligation

A contractual obligation is legally binding and is imposed on the parties of the Transfer. If not complied with, a breach of covenant will occur.

### 2.10 Covenants

Covenants are the terms contained or implied in a Transfer which cast positive and negative obligations on the parties to the Transfer.

### 2.11 Deed

A deed is a formal written legal document, which must be made clear that, it is intended to be a deed. The main requirements are that it must be signed by its maker in the presence of a witness, or at the maker's direction in the presence of two witnesses. A deed normally takes effect on delivery, which consists of handing it to the other party. Some TP1 Transfer Document require you to sign a Deed of Covenant on assignment or for other obligations pertaining to an agreement.

### 2.12 Estate Services Charge

Each development requires funds to comply with the obligations imposed on the parties. The service charge is payable by all owners towards the upkeep of the communal areas in this development.

### 2.13 Employers & Public Liability Insurance

Employers & Public Liability Insurance is an insurance policy designed to protect members of the public injured or affected by an accident or occurrence on private land and required to be provided for the development.

### 2.14 Buildings Insurance

Buildings Insurance is an insurance policy designed to cover insurable perils pertaining to the estate and any structures and land registered under the development title. The policy also provides full terrorism cover. You are required to take out your own Buildings and Contents insurance policies for your properties unless there is a clause in the Transfer which makes the Management Company responsible for this function.



## 3. Alexander Faulkner Partnership

Alexander Faulkner Partnership specialise in the management of private leasehold developments and private estates.

For further information, visit our website : [www.afpartnership.co.uk](http://www.afpartnership.co.uk)

### 3.1 Management Relationship

We provide a management service for a range of clients on new and existing developments, where we collect the service charge from you to meet the costs incurred in managing your development.

We also manage developments where the freehold is owned by other parties or the residents themselves.

### 3.2 The Management Team

The responsibility for the smooth running of each development rests with a dedicated property manager. They are responsible for the employment of grounds maintenance teams and other service providers. They will also visit the development to ensure high standards are being maintained. The number of visits is determined by the service level agreements agreed in our management agreement.

With your welcome pack you shall receive a Contact Notice Sheet providing you with the details of your dedicated property manager and how to reach them.

Please visit our website to see the teams involved in your property's management.

## 4. Responsibilities as a Home Owner

### 4.1 Moving in

Please ensure that you notify the Local Council and Water Authority that you have moved in.

Additionally, if you have not already done so, you should arrange for the gas and electricity meters to be read. It is advisable to familiarise yourself with how the heating works and where the cold water stop tap, fuse box and any alarms are situated.

### 4.2 Your Responsibilities

As a home owner, you will be responsible for items such as:

- 🏠 Internal redecoration, maintenance and repair (including plumbing and electrical issues) in your property
- 🏠 Utility bills that are not covered within the service charge
- 🏠 Buildings & contents insurance
- 🏠 Window cleaning (where this is not provided as part of the service charge)
- 🏠 Council Tax
- 🏠 Charges for false call outs to intruder alarms where installed

In order to ensure harmony within the development some simple guidelines should be followed, such as the following:

- 🏠 Respecting your neighbour's privacy
- 🏠 Keeping noise to a reasonable level between the hours of 11pm and 7am
- 🏠 Ensure you observe any parking restrictions or park in your allocated parking bay(s)

There may also be specific rules and regulations that apply to the development that you should familiarise yourself with. Your Transfer agreement will clearly set out the restrictive covenants which form the basis of the 'rules'. Any additional rules which may have been drafted will be contained in your welcome pack.

# 5. Your Transfer Documentation (Title Deeds)

Your solicitor should have advised you on the precise terms of your Transfer Document in respect of your dwelling and the wider development. The following summary of the home owner's covenants have been highlighted by Alexander Faulkner Partnership for guidance only, to help you to identify the main responsibilities and obligations of each party.

If you have not completed the purchase of your property, you are strongly advised to ask your solicitor to explain your rights and responsibilities under the terms of your Transfer before the purchase is finalised.

Home owners are responsible for all repairs and maintenance of their demised property and any associated land held solely in their possession, unless otherwise stated.

## 5.1 Home Owner's Obligations under the Terms of the Transfer

On signing the Transfer Document (TP1), you have agreed to comply with the obligations of the Transfer, which are summarised as follows:

- To pay the service charge or Rent Charge in advance
- To pay all other outgoings in respect of your dwelling including charges for statutory services
- Not to use the property in such a way as to cause nuisance or danger to anyone else and only to use it as a private residence
- To observe such rules and regulations which the Freeholder/Directors of the Management Company may apply from time to time and to comply with all covenants etc, affecting the development
- To pay the Freeholder's/Management Company's legal and other costs in enforcing the terms of the Transfer in certain circumstances
- To pay the Freeholder/Management Companies reasonable costs in dealing with the assignment of the Transfer when selling

## 5.2 Freeholder's Obligations under the Terms of the Transfer

These are summarised as follows:

- To keep the developments common areas, access roads and parking areas, in a good state of repair and maintain, subject to payment of service charges
- To keep the common parts of any additional communal building adequately cleaned and lit (bin store, cycle store)
- To seek to prevent residents causing annoyance to each other
- To provide adequate Public Liability Insurance for the development
- To enforce the observance of covenants (if reasonably required) at the home owners' cost

## 5.3 Grounds Maintenance

On many developments, the communal gardens are maintained regularly for the benefit of all residents. A specification detailing the frequency of the grounds maintenance team visits is available upon request.

Existing trees and shrubs must never be removed without prior consent from the property manager, who will seek approval for this action from the Freeholder/ Directors of the Management Company.

## 5.4 Your Right to be Consulted about Repair Work

At Alexander Faulkner Partnership, we believe the key to a long-term working relationship is communication, we pledge to consult home owners on the following matters:

- Major issues of estate management which are likely to affect some or all of the home owners
- Any other matter of major importance

Where the issue is more complex, we may hold a meeting with home owners to discuss the matter.

If written comments are asked for, generally you will be given 30 days in which to reply. Consideration will always be given to home 'owners' comments before a final decision is taken. All home owners will be advised of the outcome of any consultation by either letter.

## 5.5 Pets

For the benefit of the other home owners it is essential that dogs are exercised away from the development and we would respectfully ask that any fouling be cleared immediately.

## 5.6 Security

For the security of the development and your property, please follow these guidelines:

- Entrance and all gates should be secured after use
- Never give access to a stranger
- Never keep your name and address on keys
- Where a gate entry system is installed, ensure you are happy with the identity of the caller before letting them in

## 5.7 Car Parking

Most developments have allocated car parking spaces.

For those developments without allocated spaces, parking will be on a first come first served basis.

Please familiarise yourself with your developments parking arrangements as offence is often caused by inappropriate parking.

Your development may operate parking enforcement programmes by a 3rd party contractor, where you will require a parking permit. If this is the case, please ensure you familiarise yourself with the arrangements, completed the parking permit registration form for the occupier of the property and return it to your property manager without delay. Should you receive a fixed penalty notice, as the managing agent for the development, we are not able to waiver the charge levied under any circumstances.

## 5.8 Sub-Letting

Should you wish to sub-let your property and your Transfer allows this, we would be grateful if you would advise us of the names and contact details for your tenants in case of an emergency. We will also require you to advise us of an alternative correspondence address for you.

Please ensure that your tenancy agreement contains the same covenants or is referenced to the Transfer Document for your property because, as the Landlord, you will remain liable for any breach of covenant that your tenant(s) make.

## 5.9 Moving Home

Should you wish to sell your property, it may be placed on the open market with an estate agent of your choice. Please be aware that some Transfers prohibit the erection of 'For Sale' boards and you may be asked to remove them.

Once the property is on the market or at the time you have found a purchaser, you must apply through your solicitor for a Licence to Assign. An administration fee is payable for registering each assignment.

Please note that service charges/ rent charges are payable by you until the day of completion.

If your account is in arrears, you will need to settle this before completion can take place.

If you require advice on the assignment process, please contact the Legal Administration team at Alexander Faulkner Partnership, who will be happy to provide you with the necessary documentation.

If you require advice on the assignment process, please contact your property manager, we will be happy to provide you with the necessary Pre-Contract Sales Enquiry documentation required. An administration fee is payable for providing the pack.



# 6. Financial Matters

## 6.1 Service Charges

Service charges/rent charges are payable on all our developments and cover the following, where applicable:

- Communal electricity charges
- Grounds Maintenance
- Repairs
- Service contracts
- Insurance
- Communal water charges
- Reserve fund contributions
- Management fee

Service charges are reviewed annually and are payable in advance. Payments should be made by bank transfer, cheque or by standing order.

Interest will be charged on any late payments, which will then be credited to the developments account.

We operate a staged arrears process. If after you have received your first reminder letter and your payment remains outstanding, you may also receive a late penalty fee for our administration time.

If you have any difficulty in paying the service charge, please make us aware of your situation at your earliest opportunity.

## 6.2 How do we Calculate the Service Charge?

On a new development, a budget is produced for the sales brochure, based on anticipated costs at that time. Every attempt is made to ensure this budget is as accurate as possible, but this is dependent on information being available and an estimated consumption of utilities and maintenance.

In subsequent years, the service charge budget will be based on actual expenditure, taking into account current inflation levels and an allowance for planned expenditure.

On an existing development, we look at the budgets and accounts over the past 3 years to ascertain the likely spending pattern for the forthcoming year based on actual expenditure.

Some costs are beyond the control of Alexander Faulkner Partnership e.g. utilities. We can only attempt to anticipate any fluctuations that may occur.

Before the start of the new financial year, your property manager will prepare a budget estimating the service charge for the next financial period. This draft budget will be presented to the Freeholder/Directors of the Management Company, in order that any comments may be considered prior to the budget being finalised and issued.



## 6.3 Invoicing the Service Charge

The budgeted costs for your development are divided amongst the home owners in accordance with the terms of the Transfer and demands raised accordingly, in a prescribed format.

Prompt payment is expected; delays will result in other residents subsidising late payers. Interest and late payment fees may also be added if authorised by your Transfer Document.

## 6.4 Annual Accounts

At the end of your development's financial year, Income and Expenditure accounts will be prepared and certified. Alexander Faulkner Partnership has a statutory period of 6 months to circulate these accounts to you. These accounts are certified by a firm of independent accountants.

These will reflect the actual expenditure against the budget and confirm the amount of money held in the reserve fund for your development. In accordance with the terms of the Transfer Document, any surplus will either be refunded to you or with prior agreement may be rolled forward to the next financial year to fund major projects.

Any resultant deficit is likely to be invoiced to you or by prior agreement be rolled forward to the next financial year, where it would be expected the deficit is cleared.

You are entitled to inspect all invoices relating to the accounts at our office by prior arrangement. If you wish to have copies sent to you of supporting documentation, an appropriate charge may be made.

## 6.5 Bank Accounts

Service charge monies are deposited in a separate bank account for each development. Each account has its own bank statements which are provided to the Directors of the Management Company frequently along with other financial reports.

In order to comply with Leasehold Legislation, all service charge monies are held in a separate trust account for each property. This is a requirement of Section 42 of the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002.

## 6.6 Reserve Fund

Within some service charges a contribution may be made to a reserve fund to finance long term repairs and renewals of communal equipment. This is calculated by taking the replacement cost and projected life span of certain major items that may include:

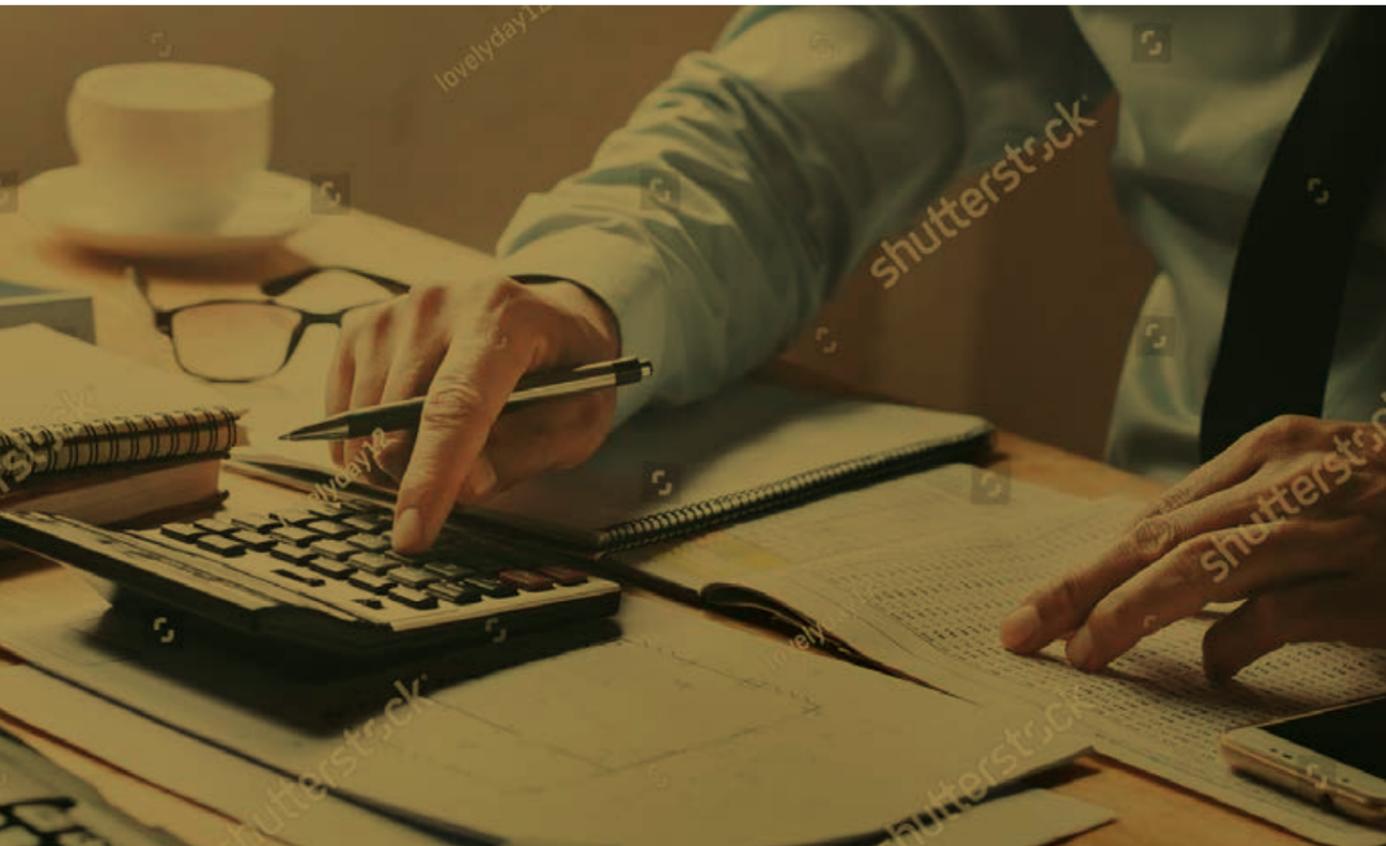
- Major repairs to the private roads and paths
- External redecoration of the communal areas
- Resurfacing of the car park
- Replacement of all communal electrical equipment such as lighting bollards
- Renewal of any communal furniture such as benches
- Replacement or renewals could include the following, this is not an exhaustive list:
  - Entry phones
  - Vehicular & pedestrian gates
  - CCTV systems
  - Foul & surface water treatment plants
  - Communal TV aerials/ Satellite systems
  - Refuse equipment

## 6.7 Management Fees

The Management fee payable to Alexander Faulkner Partnership for their services includes the following:

(this is not an exhaustive list):

- Handling home owner's enquiries
- Preparing specifications and contracts of minor works e.g. grounds maintenance teams
- Arranging service agreements in respect of gates and sewage pumps etc.
- Acting as "custodians" for each development's finances
- Paying bills
- Preparation, presentation and distribution of budgets and property accounts
- Ensuring that the terms of the Transfer are enforced
- Ensuring that developments comply with relevant Acts, Health and Safety etc
- Administration of Public Liability Insurance and any other insurance deemed necessary
- Provision of professional indemnity insurance
- Inspecting the development to check condition and deal with and plan for any necessary repairs and works.
- Preparation of specifications, consultation with residents and supervision of contracts including the appointment of consultants where appropriate



# 7. Services

## 7.1 Repairs

The management Company passes the responsible for maintaining the communal facilities and areas to the managing Agent. As such, we arrange contracts for the maintenance and/or servicing of gates and sewage pumps including any other equipment specific to the development. Contractors are vetted prior to joining our 'Approved Contractor List' and are subject to annual tender.

Residents are responsible for maintaining and redecorating their property.

All repairs in the communal areas must be reported and will be attended to by an Alexander Faulkner Partnership approved contractor.

Repairs should be reported to your property manager during normal office hours, Monday to Friday 9am – 5pm. If you have an emergency outside of our office hours and your development has opted to have the out of hours service, please contact our out of hours' emergency helpline.

ADIUVO – 02393 873951

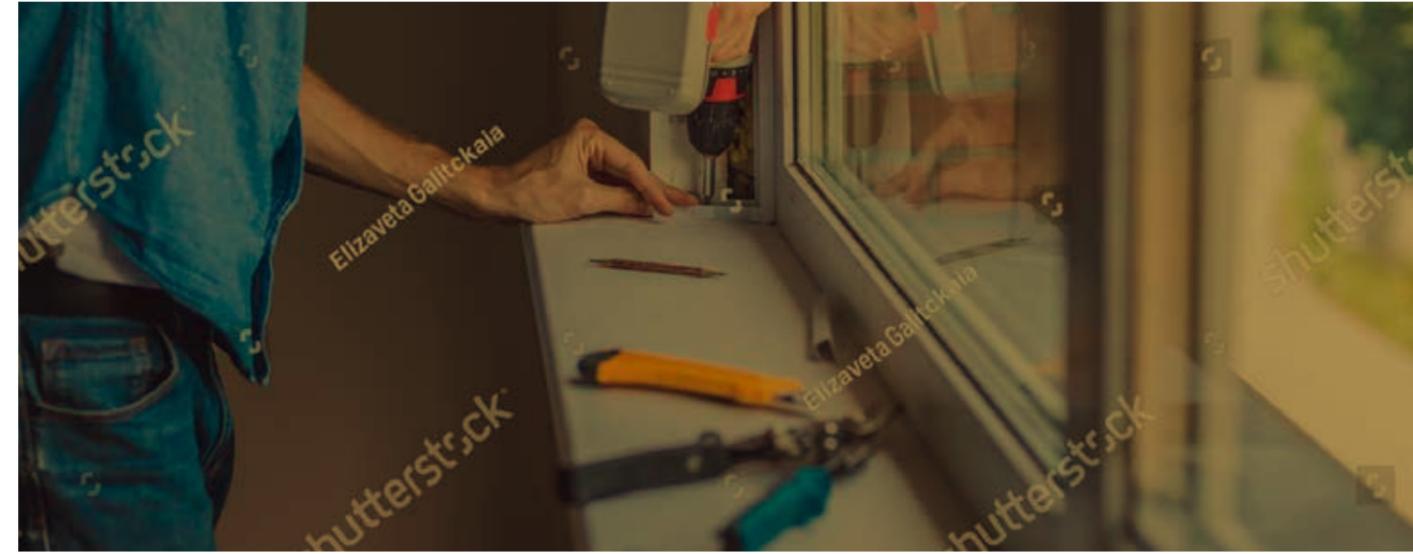
## 7.2 Emergencies

An event which left for more than a few hours could cause significant impact on the residents of the development are considered to be emergencies. These are listed below:

- 🏠 A fire in a communal facility or building
- 🏠 Complete failure of a door entry or gate system
- 🏠 Dangerous structures

We would aim to deploy a contractor to attend to an emergency within 1-4 hours.

If you were to report the emergency by email to your property manager, you should expect to receive a response within 2-4 hours.



## 7.3 Urgent Repairs

Urgent Repairs are where there is

- 🏠 a serious breach of security
- 🏠 Leaks on communal water pipe joints, gutters and downpipes
- 🏠 Defects to a communal soil and vent pipe
- 🏠 Roof leak to a communal building
- 🏠 Failure of communal hot water or heating system
- 🏠 Glazing repairs, where the Management Company's is responsible
- 🏠 Communal electrical repairs
- 🏠 Faulty locks, where the landlord is responsible
- 🏠 Defective pavement, steps or paths in the managed area

We would aim to deploy a contractor to attend to an emergency within 24-48 hours.

If you were to report the emergency by email to your property manager, you should expect to receive a response within 24 hours.

## 7.4 Important Repairs

Important repair such as broken tree branches already on the ground or repairs that left for more than 2 weeks could become dangerous or have consequential effects on the residents of the development, we would aim to deploy a contractor to attend within 3-5 days.

Having reported this issue to your property manager, you should expect to receive a response by email in 2-3 days or a telephone call within 24 hours.

## 7.5 Routine Repairs

Routine repairs will be carried out around the development in priority order and in line with our client's instructions.

We aim to provide a response to you within:

- 🏠 48 hours of receiving your telephone call
- 🏠 5 working days after receiving an email
- 🏠 5 working days after receiving a letter

## 7.6 Insurance

The Management Company may ask us to place insurance on their behalf for communal areas, covering Employers and Public liability.

This policy covers only your development. Copies of the policy are available on request from our property manager.

We will make a charge to cover the cost of copying and posting the full policy document, alternatively we can e-mail this document to you free of charge.

If you feel an insurance claim should be made, your property manager will be able to give advice on how to proceed.

If you are leaving your property vacant for an extended period over 28 days, we recommend that the water supply is turned off and drained down where possible. In the winter leave the heating on a low setting.

## 7.7 Building Guarantee

In most cases, new properties are issued a Notice of Insurance Cover by either the National House Builders Council or an alternative provider. Normally all faults within your property are guaranteed by the developer for a period of two years. Beyond that, major structural faults will be guaranteed for ten years, by the warranty provider.



# 8. Communicating with us

## 8.01 Contacting Us

If you wish to speak to your dedicated property manager regarding any aspect of your development, we would ask that you contact them Monday to Friday, 9am – 5pm.

You can reach your property manager by email or by telephone, alternatively you can send us a letter. Our contact details are located on the Contact Information Notice contained in your welcome pack.

Head Office – 01489 296000  
Eastbourne Office – 01323 301415

To help us facilitate your enquiry swiftly, please ensure that you provide us with your development details and the nature of your call, so that we can direct your query to the correct person.

You can also write to:

Head office:  
Alexander Faulkner Partnership  
11 Little Park Farm Road  
Fareham  
Hants. PO15 5SN

Eastbourne office:  
Alexander Faulkner Partnership  
Room 1 – 55 South Street  
Eastbourne  
Hants. BN21 4UT

Communication can also be received via our dedicated e-mail address [info@afpartnership.co.uk](mailto:info@afpartnership.co.uk)



## 8.2 Response Time

Alexander Faulkner Partnership will endeavour to respond to all written or email correspondence within 5 working days. However, if your queries are complex or involve further research, they may take longer to address. An acknowledgement letter will be sent to you on this occasion, detailing an anticipated response time.

## 8.3 Development Inspections

Visits are made to all developments in accordance with the service level agreement stated in the management agreement. If you wish to make arrangements to meet with your property manager, please contact them directly to make the arrangements, at a mutually convenient time.

## 8.4 Consultation

Alexander Faulkner Partnership have a responsibility to fulfil the obligations set out in the terms of the Transfer on behalf of the Management Company.

We actively encourage resident forums to open discussions between Alexander Faulkner Partnership and the Residents in relation to wider issues at your development.

We would also aim to consult with you on any matter which will have a significant effect on the quality of service or level of service charges, or which will otherwise significantly affect some or all of the home owners.

## 8.5 Codes of Practice

Alexander Faulkner Partnership adheres to the Service Charge Residential Management Code, 3rd Edition of the Royal Institution of Chartered Surveyors and are members of the Association of Residential Managing Agents, following the Consumer Charter and Standards introduced in 2015.

# 9. Listening To Our Customers

## 9.1 Complaints Procedure

Alexander Faulkner Partnership seeks to provide the highest standards and professional conduct in all aspects of our service delivery to our customers. It goes without saying that honesty and integrity is firmly embedded in our culture. If you have cause to request this procedure note, may we firstly apologise in advance for any distress or inconvenience you have experienced prior to taking this course of action.

We thank you for allowing us the opportunity to rectify the situation and will aim to listen to and work with you to resolve your complaint through the channels set out below with speed and efficiency.

Whilst no business likes to receive complaints, we welcome the feedback from our customers in order that we can work on improving our service.

Below is the procedure which we will follow in accordance with the guidance produced by ARMA and RICS.

### Procedure

Before making a formal complaint, you should contact the appropriate property manager for your development who will aim to resolve any issues you are experiencing. If your complaint is not resolved to your satisfaction, then you will need to make a formal complaint as detailed below.

Alexander Faulkner Partnership is a managing agent providing a service and as such any formal complaint must be in relation to the service provided and not about building defects or other matters outside of the responsibility of Alexander Faulkner Partnership.

### Formal Complaint - Stage One

Please put your complaint in writing either by post or email as set out below. For us to be able to review the complaint we will require details of the complaint and what steps you have taken to try to resolve your complaint with the appropriate property manager for your development.

We will acknowledge receipt of your complaint; if you do not receive an acknowledgement, please contact us to ensure it has been received.

Your complaint will be reviewed and investigated by a manager who will respond to you in writing with a full response within 15 working days from receipt of your complaint or failing this will contact you within 10 working days to request further information, in these cases you will be asked to reply within 10 working days in order that we can continue our investigations.

If we are not able to respond to you with 15 working days, we will contact you to advise you when we will be able to respond in writing to you.

Contact details  
By post: Complaints Handling Officer, Alexander Faulkner Partnership, 11 Little Park Farm Road, Fareham, PO15 5SN  
By email: [feedback@afpartnership.co.uk](mailto:feedback@afpartnership.co.uk)

Please ensure you head your correspondence with “Formal Complaint – Stage 1”

### Formal Complaint – Stage Two

If you are not satisfied with our response or feel the complaint was not handled satisfactorily then you can make a further complaint in writing as detailed below.

For us to be able to review the complaint further you should confirm why you are not satisfied with the result of your complaint or the handling of your complaint at Stage One.

Your complaint will be reviewed by a senior manager and a response will be issued to you within 15 working days from the receipt of your complaint or failing this we will contact you within 10 working days to request further information, in these cases you will be asked to reply within 10 working days in order that we can continue our investigations.

If we are not able to respond to you with 15 working days, we will contact you to advise you when we will be able to respond in writing to you.

Please ensure you head your correspondence with “Formal Complaint – Stage 2”

## 9.2 Arbitration

If you are still not satisfied with the outcome or how your complaint has been handled following our response to your Stage 2 complaint, we offer access to Ombudsman schemes.

You can refer to the Ombudsman where your complaint has not been resolved within 8 weeks from commencing our formal complaints procedure. You will need to raise a Stage 1 and Stage 2 complaint before applying to the Ombudsman.

The Property Ombudsman (TPO)  
By post: TPO, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP  
Tel: 01722 333306  
Website: [www.tpos.co.uk](http://www.tpos.co.uk)

## 9.3 Building Defects

Please be aware that issues relating to building defects within your demised property should be directed at the developer and not Alexander Faulkner Partnership.

Alexander Faulkner Partnership acts as a Managing Agent. When building defects occur that are the responsibility of the developer, these issues cannot be resolved through this complaint's procedure.





## HEAD OFFICE

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Fareham  
Hampshire  
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01489 296000

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[www.afpartnership.co.uk](http://www.afpartnership.co.uk)