

Wellington and Waterloo Services Limited



RESIDENTS HANDBOOK

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Extra forms can be obtained from the Site Manager.

ABOUT THE RESIDENTS HANDBOOK

This Handbook has been developed by taking into account of the legal requirements of the lease, the physical properties of the Building and its dwellings. The intention of the Handbook is to provide a framework in order that all residents can enjoy living on the complex. The use of the dwellings, Building, common parts and what the Service Charge covers are included in the lease.

Notwithstanding any specific directions hereunder mentioned the lease requires that the leaseholder shall not do, permit, or fail to stop anything which affects the right of any other leaseholder to the quiet enjoyment of their dwelling and the common parts. Such breaches of the lease terms can lead to the leaseholder losing possession of the dwelling to the company.

ABOUT THE FREEHOLD

The freehold to Wellington Court, Wellington Walk, Waterloo Court and Waterloo Walk (The Complex) is owned by Wellington & Waterloo Services Limited (The Company/ WWSL)

WWSL is a company limited by guarantee with membership available to all leaseholders in accordance with its Memorandum and Articles Of Association. The Company has a Board of Directors elected from its members.

ABOUT THE COMPLEX

The Company maintains the common parts of the complex e.g. entrance ways, walkways, lift and grounds. It also maintains the Building. The Building is the structure that houses the individual dwellings and includes the roof and exterior walls of the individual dwellings. The cost of maintaining the Building and common parts is covered by levying of a Service Charge on all leaseholders.

The Company currently employs a Managing Agent; who are responsible for the administration of the Complex; a Site Manager, who is responsible for the day to day running of the Complex; three Property Maintenance Operatives (PMO's), one of which is resident, for the care and maintenance of the Building and common parts.

All matters must, in the first instance, be taken up with the Site Manager, except in the matter of Service Charges, which is the responsibility of the Managing Agent. If you have any problems, queries or comments regarding the Complex please contact the Site Manager. In the event of any dispute the matter should be referred to the Managing Agent.

The PMO's will assist residents wherever possible, but such assistance cannot be allowed to interfere with their main duties.

The Site Manager and PMO's are located at 23 Waterloo Court; their hours of work are as follows:

Site Manager

Monday to Thursday	8:30am to 5:00pm
Friday	8:30am to 4:00pm

Property Maintenance Operatives

Monday to Saturday	7:45am to 4:00pm
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They can be contacted at the office or by telephone, 0191 416 8329, during the above hours, also by e-mail at manager@wwsl.company.org.uk.

Outside of these hours AND FOR EMERGENCIES ONLY the Resident PMO can be contacted on 0191 419 0837.

The Board of Directors can be contacted by letter sent to 23 Waterloo Court , Washington, Tyne & Wear, NE37 3DX or by e-mail at bod@wwsl.company.org.uk.

SERVICE CHARGE

Leaseholders are reminded that their service charge is due on the first day of each month, in advance and must be made on time.

It should be considered a priority expenditure in line with, if not greater than, a mortgage.

Anyone facing temporary financial difficulties over the Service Charge should immediately inform the Managing Agent who will endeavour to assist in the resolving of the problem.

The Company is obligated under the terms of the lease to collect the Service Charge. Ultimately non-payment will result in the Company taking action to repossess the property.

Should arrears accrue without satisfactory arrangements being made the Company reserves the right to charge interest on the arrears at 5% above the base rate. Any correspondence regarding accrued arrears will be subject to an Administration Charge being applied.

INSURANCE

Please note that the Service Charge includes the building insurance, but not the contents insurance, of your dwelling. You should ensure that you are not duplicating this cover.

If you wish to make a claim on the building insurance please contact the Site Manager, as the Company are the insured not the leaseholder, who will advise and assist you on the claim and the current excesses.

All accidents, which lead to a Public Liability Claim, must be reported to the Company at your earliest opportunity, at most within seven days, of the incident.

OCCUPATION

The dwellings are for private residential use only. No trade or business shall be carried out on the dwelling nor shall they be used for illegal or immoral purposes.

The garages are part of the dwellings and the garage lease is a sublease of the main lease.

The garages cannot under any circumstances be sold outside the Complex and can only be sold separately from the dwelling with the written consent of the Company. The leaseholder will in this circumstance be liable for any legal or other costs incurred by the Company.

The car parks are to be used only by residents and bona fide visitors and must not be used for maintenance of vehicles not belonging to residents.

All correspondence to leaseholders from the Company will be addressed to the Wellington/Waterloo property, unless notified differently. All such correspondence will be deemed to be served correctly.

SUB-LETTING

Leaseholders wishing to rent out their properties must comply with the following:

The property must be rented on an Assured Short hold Tenancy with an initial fixed term of six months.

This handbook must be included in the tenancy agreement and tenants must be made aware of their obligations to it.

All prospective tenants must be vetted. To enable this to be carried out a minimum fourteen day period, before any tenancy is offered, must be complied with. WWSL must be consulted during the vetting phase and reserve the right to veto any prospective tenants.

Upon granting a tenancy, after the vetting phase, the Company must be notified, within 28 days, together with the relevant documentation and the registration fee payable. Documents relating to any tenancy granted are:

A copy of the tenancy agreement,

A copy of the vetting form,

A copy of the current Landlords Gas Safety Certificate.

Leaseholders must also be aware that any breaches of the terms of the lease by their tenants are in law breaches by the leaseholder.

Failure to do so is a breach of the lease. Such breaches of the lease would result in legal proceedings for the forfeiture of the property.

MAINTENANCE

Leaseholders must ensure to the satisfaction of the Company that the dwelling and its fixtures and fittings are kept in good repair and decorative order and that the dwellings outward appearance is not unsightly. This includes windows and gardens. On giving reasonable notice the Company reserves the right to inspect the demised premises.

All gas appliances must be serviced every year to ensure their safe operation and the Site Manager shall be supplied with a copy of the certificate showing that the service was done by a registered engineer.

NOISE

This can be one of the main problems in dwellings of this type and leaseholders must ensure that full consideration is given to other residents and in particular observe the following.

The volume of radios televisions etc must at all times at a reasonable level and should not be audible outside the dwelling between the hours of 8.00 p.m. and 8.00 a.m.

The use of electrical and mechanical appliances: washing machines, hoovers etc should also be avoided during these hours.

No noisy work shall be carried out in the dwelling after 8.00 p.m.

The use of the entrance ways walkways and lift are only to be used to allow access and exit from the dwellings and for no other purpose and should be used as quietly as possible.

Those residents in upper level properties should be aware that their floor is also somebody's ceiling and act accordingly.

NO skateboards, roller skates or similar items are to be used on the walkways.

BUILDING WORKS

If a leaseholder wishes to carry out any repairs that involve accessing communal parts, i.e. pipe work, or any structural alteration to the dwelling they MUST first obtain WRITTEN PERMISSION from the Company and make good the communal part on completion. This includes the replacement of external windows and doors.

There are NO development rights associated with this building. Anybody wishing to make any alterations will need to obtain planning permission from the local authority.

Should any works undertaken by or on behalf of the leaseholder cause any damage to the fabric of the building, grounds or common parts the leaseholder will be liable for repairs and/ or damages.

Contractors and their workers must remove all refuse, debris etc. from all common areas

and clean daily all parts as required. Failure to do so will result in charges to those authorising the works. Any contractors must observe the rules as per this handbook.

On completion an inspection will be carried out to ensure full compliance.

WASTE DISPOSAL

Refuse rooms or chutes are located around the complex and only these should be used for the placing of household rubbish. On no account should any materials, waste or otherwise be left outside dwellings, refuse rooms or in any common parts. Keys for the refuse rooms can be obtained from the Site Manager.

All waste should be bagged and when using the chutes the bags should be tied. Do not place large items, glass or metal objects in the chutes. If in doubt don't.

Residents who need to dispose any potentially problematic material must consult the Site Manager before disposal.

Residents who need to remove large/ heavy items from the dwellings can, if required, seek the assistance of the PMO's by prior arrangement with the Site Manager.

PETS

The terms of the lease requires the consent of the company for pets to be kept within the complex. Consent is hereby granted provided the following is adhered to.

Pets must not be allowed to foul the common parts, including the grassed areas or other dwellings.

Dogs must be kept under control and on a lead within the complex.

Pets must not be allowed to cause a nuisance to other residents.

The dwellings balconies must not be used as pets toilets and under no circumstances should pet excrement be flushed down balcony drains.

Failure to comply with the above will result in consent being revoked.

TELEVISION/RADIO RECEIVERS

The communal aerial is covered by the Service Charge. Any reception problems should be reported to the Site Manager.

Cable television is available via Virgin Media and a distributed television service, provided by the Company. The DTS includes Digital TV, Sky Satellite, DAB and FM radio, therefore no other television aerials, satellite dishes or radio receivers are allowed to be fixed to the building.

SECURITY SYSTEM

The security system is designed to stop unauthorised access to the complex.

It will however only be effective if everyone ensures that the system is operated correctly. Please observe the following:

Do not allow anyone you do not know to enter the complex whilst you are entering or leaving.

Do not respond to intercom requests for entry from non-residents.

After entering or leaving ensure that the gate has closed. Only in the event of the closure not operating correctly, close manually and report to Site Manager or PMO's. Any malfunction to the operation of the system should be immediately reported.

SECURITY KEYFOBS

Keyfobs for the system are only available from the Site Manager and on the following conditions:

At all times the keyfobs will remain the property of the company.

The names of those wanting keyfobs must be given to the company and the leaseholder is responsible for those keyfobs. Application forms can be obtained from the office.

Any keyfobs issued in respect of someone who later becomes non resident must be returned.

Any broken keyfobs will be replaced free of charge on return of the broken keyfob.

Any lost keyfobs will only be replaced on payment of ten pounds.

Leaseholders renting out their properties must return all keyfobs at the end of a tenancy and reapply for new keyfobs on each new letting.

GENERAL

NO objects are to be thrown from the balconies or walkways. The Company will take legal proceedings against anybody found to be doing so.

NO unauthorised vehicles are allowed in the Complex, except emergency vehicles.

Motorbikes, including mini-moto's quads etc, must not be ridden on the Complex, must not be parked in common areas and CANNOT be kept inside a dwelling.

Do not overload the lift and only use for access and exit purposes. Unaccompanied children should not be allowed to use the lift.

The shrubbed areas are not play areas and leaseholders will be responsible for ensuring that their children and their friends do not use as such.

Balcony drains are only intended to remove rainwater. Do not use for any other purpose. Remember that your balcony drain is draining onto other people's homes.

Only those areas necessary for entry and exit from the Complex and the grassed areas are common areas all other areas and in particular the roof are strictly out of bounds

The pathways allowing access to the rear of 1 to 14 Wellington Court, 29 to 33 Wellington Court and 17 to 22 Waterloo Court are not common areas and are only for the use of those occupying those properties.

Leaseholders are reminded that they are also liable for breaches of the rules in this handbook by their non-resident visitors.

Any damage caused by a leaseholder or any person who the leaseholder has given permission to be on the Complex, including tenants and their guests, will be charged to the leaseholder. Please note that children are included in this.

The Company is committed to ensuring that residents have a safe, secure and quiet enjoyment of their property and will not accept anti social behaviour. We ask that, in the interests of all, you notify the Site Manager of any anti social behaviour, together with any evidence you may have and keep a diary including the Date ,Time, Whom and What.

Administration Charges will arise for the following:

- Re-assignment of the lease (sale/purchase of property)
- Letters sent regarding breaches of the lease
- Obtaining/discharging a mortgage

This list is not exhaustive.

Wellington And Waterloo Services Limited

23 Waterloo Court, Sulgrave, Washington, Tyne and Wear, NE37 3DX Fax: 0191 416 8329

Application For Membership

Reference Flat: _____

I/We, _____,

of

_____ Post Code: _____

desire to become a member of the above named company and request that my name be entered into the Register of Members accordingly, subject to the Memoranda and Articles of Association.

Full Name(s):

Signature(s):

Date:

Office Use:

Received By:

Date:

Wellington & Waterloo Services Limited

23 Waterloo Court, Sulgrave, Washington, Tyne & Wear, NE37 3DX

SECURITY KEYFOB APPLICATION

I the undersigned hereby make an application on the undermentioned terms and conditions for a keyfob to be issued to the person mentioned below who is resident at ____ Wellington/ Waterloo Crt/ Wlk to affect access and egress to the aforementioned property.

Terms and Conditions

1. Keyfobs will remain the property of Wellington and Waterloo Services Limited at all times.
2. A returnable bond of £10 will be paid for the keyfob issued on this form.
3. If the person named below becomes non resident their keyfob must be returned to the above named Company.
4. Broken keyfobs will be replaced only on return.
5. Lost keyfobs must be reported as soon as possible and will be replaced only on payment of £10.
6. Keyfobs will be issued to leaseholders only and will be signed for.
7. The Company reserves the right to reclaim the keyfob from any Non-Leaseholding resident who is found to be abusing the security system.
8. All applications must be made on this form, additional forms can be obtained from the registered office shown above.

Name (Block Capitals):

D.O.B. (If under 16):

Leaseholder (Block Capitals):

Signature:

Address:

Date:

(Office Use Only)

Received by:

Signature:

Date:

Keyfob No. Issued:

Signature:

Date:

Office Copy

Wellington & Waterloo Services Limited

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Name (Block Capitals):

D.O.B. (If under 16):

Leaseholder (Block Capitals):

Signature:

Address:

Date:

(Office Use Only)

Received by:

Signature:

Date:

Keyfob No. Issued:

Signature:

Date:

Leaseholder Copy

Wellington & Waterloo Services Limited

Nuisance Report Form

Name:

Flat:

Date of Nuisance:

Time of Nuisance:

Description of Nuisance:

Signed:

Date:

Continue on a separate sheet if necessary.

Official use only:

Received by:

Date:

Date

Action Taken

Wellington & Waterloo Services Limited

Fault/Repair Report Form

Name:

Flat:

Date:

Description of Fault/Repair:

Signed:

Official use only:

Received by:

Date:

Date

Action Taken

TENANCY VETTING FORM

Name:

Current Address:

Age:

Status:

Spouse:

Post Code:

Phone:

Age:

No. of Dependants:

Time at this address:

Name:

Previous Address:

Age:

Relationship:

Name:

Post Code:

Phone:

Age:

Relationship:

Time at this address:

Name:

Previous Address:

Age:

Relationship:

Name:

Post Code:

Phone:

Age:

Relationship:

Time at this address:

Reference 1

Leaseholder:

Name:

Property:

Address:

References	Checked	OK
Current Address	<input type="checkbox"/>	<input type="checkbox"/>
Previous Address 1	<input type="checkbox"/>	<input type="checkbox"/>
Previous Address 2	<input type="checkbox"/>	<input type="checkbox"/>
Reference 1	<input type="checkbox"/>	<input type="checkbox"/>
Reference 2	<input type="checkbox"/>	<input type="checkbox"/>

Post Code:

Phone:

Reference 2

The above has been vetted and found to be of good character.

Name:

Signed:

Address:

Date:

Post Code:

Phone:

