

Winterthur Way Estate Rules



Victory Hill Management Company Limited

CHANEYS
Chartered Surveyors & Property Managers

Winterthur Way

Estate Rules

Revised April 2015

Contents;

1. Introduction
2. Contact Details
3. Estate Manager
4. Parking
5. Barriers
6. Bins & Recycling
7. Bike Stores
8. Balconies and Patios
9. Communal areas
10. Water & Electric Meters
11. Aerials & Satellite TV
12. Pets
13. Antisocial behaviour
14. Drains
15. Building Works and DIY
16. Replacement Items [Fobs, keys etc.]
17. Fire
18. Subletting an Apartment at Victory Hill
19. Charges for breach of covenants

1. Introduction

The Management Company (MC) of Winterthur Way (WW) is Victory Hill Management Company Ltd (VHMC), a registered UK company whose members each own one or more apartments within the development. The Directors of the Company are elected volunteer representatives of the members (i.e. Leaseholders/apartment owners), and are appointed to ensure the development is managed to a high standard for the fairness and benefit of all members and residents. Members wishing to be considered as VHMC Board members should contact the Managing Agent who will inform the Board.

The Managing Agent (MA), appointed by VHMC is employed to manage and maintain the standards of the communal parts of the development, and collect service charges from the members on behalf of VHMC. It is the MA's role to ensure all members and residents abide by the terms of their Lease and the Estate Rules. It is the member's/leaseholder's

responsibility to ensure that sub-tenants, where apartments have been let, also **fully** abide by the terms of the Lease and these Rules.

Under the Lease, members are required to ensure that sub-tenants sign a Deed of Covenant (“DoC”) under which the sub-tenant agrees to abide certain specified obligations placed members. Members are also required to ensure that sub-leases / tenancy agreements contain a clause stating that the sub-tenant has read and will abide by these Estate Rules. For more information please refer to section 18.

The Estate Manager and other staff/contractors are employed by the MC, but managed day-to-day by the MA. The Estate Manager is available for advice and assistance to all members and residents where possible during working hours.

The following Estate Rules are a combination of the covenants set out in each apartment Lease, and Estate Rules approved by the Board of VHMC. All members / Leaseholders and residents of Winterthur Way are required to abide by these Estates Rules.

2. Contact Details and Website

All leaseholder or resident enquiries must be directed to the Managing Agent.

Managing Agent: Chaney's Chartered Surveyors
Chiltern Court, St Peters Av, Reading, RG4 7DH
T: 0118 9722333
E: info@chaneycharteredsurveyors.com
W: www.chaneycharteredsurveyors.com
Emergency out of hours: 07834 011122

Victory Hill has a very comprehensive website which owners and residents may access for additional information on www.winterthurway.co.uk

3. Estate Manager

The Estate Manager is Geoff Ross whose office is on the ground floor adjacent to the multi storey car park, opposite Apartments 1 to 53 and overlooking the parking area. His hours on site are 8 am until 5 pm Monday to Friday with the usual breaks for lunch etc.

Should you need to contact the Estate Manger during working hours it may be helpful to use the following email address with a copy to the MA.

victoryhillestate@gmail.com or on telephone 01256 308349

The postal address of the Estate Office is:-

The Estate Manager's Office
Victory Hill Estate
Winterthur Way
Basingstoke
RG21 7UB

4. Parking

Parking is in allocated spaces in different areas. The first is the multi-story car park ("MSCP") off Winterthur Way. This parking is shared with Winterthur Life UK Ltd and access is through a fob operated barrier (see below). Secondly, there are under-croft parking spaces beneath Blocks E, C and D and again accessed through barriers. Finally, there are individual spaces marked out in the parking areas as well as individual garages. It is important that all residents park only in the space allocated to their apartment and not in their neighbour's space. In addition to the allocated spaces, there are a number of visitors' parking spaces (see below).

Resident Parking

- a) All residents are required to register their cars with the Estate Manager.
- b) Vehicles shall only be parked within marked parking bays. Those not parked inside a marked bay (i.e. within the bay markings) will be deemed improperly parked.
- c) Under the Lease of your apartment, you may be allocated a numbered parking bay for one vehicle. If you are unsure which is your allocated parking bay, please contact the MA or Estate Manager.
- d) It is not permitted to park any trade vehicles, lorries, boats, caravans, motorised homes or temporary structure in the parking space or anywhere within the development.
- e) Victory Hill operates a parking permit and management scheme operated and managed by an independent third party. Any parking disputes should only be directed to the nominated parking management company and not the EM or the MA.

Visitor Parking

- a) There are a limited number of visitors' spaces in the development. These are marked by the letter 'V'.
- b) These bays are for visitor use only and not for residents' parking.
- c) Information about permitted lengths of stay and permitted return times to Visitor's parking bays is displayed at various points around the Estate.

Those who are improperly parked may be liable to a penalty.

5. Barriers

- a) The automated Barriers leading into the multi-storey car park and the undercroft are operated by a remote electronic fob relating to the location of your parking bay. This should have been provided to you when you moved in. Replacement fobs are available against a charge but are only issued to lessees. Please refer to the 'Replacements' section.
- b) When entering or leaving the development do not tailgate (i.e. immediately follow) any vehicle. VHMC is not liable for any damage or injury sustained by tailgating.
- c) In the event of a barrier failure contact the EM or MA during working hours or call the emergency out of hours number, 07834 011122

6. Bins & Recycling

- a) Bin stores for General Waste are located at ground level beneath block X & Y, and adjacent to block E & F. General Waste refers to daily household waste, and not bulky items such as old furniture, mattresses, white goods, TVs, etc.
- b) Recycling bins are provided in the stores. It is important that only items that can be recycled are put in these bins. Your recycling should be placed clean dry and loose into the bin and not in a plastic carrier bag or black sack. Basingstoke and Dean Borough Council ("B&DC") can provide you with a reusable bag for the purpose of separating your recycling in your apartment. All you need to do is fill up your bag with all of your clean and dry paper, card, plastic bottles, tins and cans. Take your bag down to the recycling bin and empty it into the bin. Take your bag back to your flat and fill it up for the next time.
- c) All rubbish must be placed inside the waste bins within the bin store, and not on the floor or in communal areas inside or outside the building. Waste not placed in the bins provided will attract vermin, and B&DC will refuse to empty the bins in that store.
- d) Owners and residents must arrange for any bulky item to be collected by B&DC, or arrange for it to be taken to the B&DC Household Waste Recycling Centre, Wade Road, Basingstoke RG24 8FA. Any persons identified as responsible for abandoned waste will result in the flat occupier being liable for cost of the removal.

7. Bike Stores

- a) Bike stores are provided, stores are located at blocks X, Y & F. Access to respective bike stores is by key pad code only. Access code is available from the MA upon request.
- b) Only bikes may be stored in the bike store.
- c) Bikes stored elsewhere around the development, such as in the communal hallways or anywhere else on the estate, will be removed immediately and disposed of after fourteen (14) days. A bike can be retrieved within the 14 days against a fee as determined by the MA.

8. Balconies and Patios

The Lease states that balconies may be used “for the purpose of displaying small planters”. However the following applies to all apartments, and covers balconies and patios:

- a) Barbeques are not permitted for obvious safety and courtesy reasons.
- b) Cigarette ends should be disposed of correctly and should only within your apartment. Cigarette ends should not be disposed of in a way that litters the grounds, could cause injury to others or cause a fire to a lower apartment or vehicle.
- c) Washing lines are not permitted. The display or hanging of washing or drying on the balconies is not permitted.
- d) Bikes, prams or similar are not permitted on balconies.
- e) Any plants must be contained in such a way that excess water will not cascade to lower balconies/patios and/or mark the façade of the building.
- f) Rubbish or other waste must not be stored on balconies or patios.
- g) All items should be left in a secure manner so as not to be blown away, this is to prevent injury to others or damage to property.
- h) Signs, flags, For Sale or To Let boards are not permitted. This also includes in apartment windows.
- i) The MC or its MA reserve the right to define what is or is not acceptable on the balconies / patios.
- j) It is not permitted to carry out any works to change the style or appearance of the balconies or patios.

9. Communal areas

The following applies to all persons using the communal areas around the development.

- a) Barbeques are not permitted for safety and courtesy reasons.
- b) Cigarette ends should be disposed of correctly. Cigarette ends should not be disposed of in a way that litters the grounds, could cause injury to others or cause a fire to a lower apartment or vehicle.
- c) Clothes or other articles shall not be hung or exposed for drying outside the premises except in the areas permitted.
- d) Storing of rubbish or other waste is not permitted.
- e) Signs, flags, For Sale or To Let boards are not permitted.
- f) Ball games or similar that could cause injury or damage in the development are not permitted.
- g) Vehicle speed within the development must not exceed 5 mph for safety reasons.
- h) Servicing or repair of motor vehicles is not permitted.
- i) Lift doors must not be forced open and it is not permitted to keep them open against the normal operation of the lift mechanism.
- j) Unauthorized persons shall not be allowed to enter any Block for safety and security reasons and residents should challenge anyone attempting to tailgate through the entrance doors. Similarly, do not unlock any entrance door from the intercom system

in your apartment unless you know the identity of the person and that person is coming specifically to your apartment.

- k) No person or persons should damage the garden areas by cutting across grassed lawns or walking through the vegetation such as hedges and bushes. Any damage to grassed areas and flora has a substantial cost implication to your service charge. Pathways are provided for pedestrian use.
- l) Do not abandon any vehicle on any part of the development. Under the terms of the property lease, the MC will arrange for the removal and disposal of any abandoned vehicle and if appropriate recover any costs from the owner of the vehicle.
- m) Do not obstruct or permit to obstruct at any time any part of the Communal Areas or Parking Areas.
- n) The MC or its MA reserve the right to define what is or is not acceptable within communal areas.

10. Water and Electric Meters

All apartments have supplier company electric meters. Blocks W, X, Y and Z have water company meters and the remainder have private meters.

- a) Meters are found in the communal hallway service cupboards located in the respective apartment lobby area. Access is via either a FB2 key or a square utility key, the appropriate one of which was distributed with the apartment when first built.
- b) If you do not have the appropriate key, access to read the meters, for the moment, can be arranged through the EM.
- c) For those who still have their keys, please note that the service cupboards must remain closed and locked at all times when meters are not being read, as they are Fire Doors and part of the building fire containment system.
- d) Nothing must be stored in these cupboards. Any item found will be removed and disposed of without notice.

The water meters for blocks W, X, Y and Z are located in manholes outside the building and are read from time to time by the water company.

11. Aerials & Satellite TV

- a) All apartments have a communal feed from a satellite dish installed on site that terminates in a box within each apartment. Thereafter any aerial lines and connections are the responsibility of the apartment leaseholder.
- b) No additional satellite dish or antennae are permitted to be fixed to the property (including the balcony/patio). Any costs associated with the removal of additional satellite dishes or antennae will be at the occupants' cost.
- c) Any malfunction of the communal system will tend to affect several apartments, and therefore be readily identified. A malfunction relating to an individual apartment will

not affect other apartments. If you lose your TV signal please will you check with your neighbours to see if they have also lost signal before reporting the issue to the MA.

- d) Any concerns regarding TV reception should be directed to your TV service provider and the MA. The MA will investigate any loss of the communal signal with the help of the EM and appropriate contractors, and take the necessary remedial action.
- e) Any repair to the communal system is under the service charge, whereas any malfunction within an apartment is the responsibility of the leaseholder to repair.

12. Pets

The Lease provides for no more than one dog, cat or domestic pet to be allowed to be kept by any one lessee subject to it not causing a nuisance. However, sub-leases for rental property may not allow pets to be kept.

- a) Please think very carefully about keeping a pet in a flat. Apart from issues of cleanliness and hygiene think also of the implications of keeping a pet in a small space without ready access to the outdoors.
- b) The Board of VHMC are not adverse to residents keeping pets, but require the MA to keep a Register of Pets for health and safety reasons. For this reason all pets must be registered with the MA and such registration shall include a full description (age/type/colour/name etc.) as well as the pet's chip identification number.
- c) Pets must be kept under control at all times within the development whether inside or outside your apartment.
- d) The pet owner remains responsible at all times for the behaviour and habits of their pet.
- e) Pets must not be allowed to foul or damage the communal areas or gardens and if they do then the owner must clear up.
- f) Any costs associated with cleaning fouled areas or repairing damage will be forwarded to the resident concerned.

13. Antisocial behaviour

VHMC will not tolerate any antisocial behaviour within the development, and appropriate action will be taken and the police will be informed accordingly. All residents must respect other apartment occupiers and keep noise levels to a minimum. Whilst it is accepted that some noise is unavoidable as part of communal living, you can help by:

- a) Avoiding undertaking DIY and internal improvements work in the evenings and if possible not at weekends.
- b) Not sounding of horns or playing loud music between 11pm and 8am or making other excessive noise.
- c) Not aggressively revving motor engines and limiting excessive noise from gathered groups, such as during parties.

14. Drains

The sewage system is not a “General Waste Disposal System”. Residents must NOT;

- a) Pour any cooking fats, oils or waxy products down kitchen sink wastes or lavatories which then solidifies and blocks the waste disposal system.
- b) Flush babies nappies, wipes or any other product down the toilet other than flushable and degradable toilet tissue.

Apart from the serious health hazard caused by blocked sewage systems, the costs of attending and removing blockages are substantial and will have to be levied against every leaseholder of the Block under which the blockage occurred.

15. Building Works and DIY

- a) No building work within the demised properties that involves any form of structural alterations is permitted without the written approval of the Freeholder, Freehold Managers, and Management Company.
- b) DIY and internal improvements of a “Non-structural nature” such as redecorations/replacing kitchen & bathroom appliances are carried out at leaseholder’s risk.
- c) Where such DIY and internal improvements subsequently cause damage to communal areas through water leakage, structural damage or any other type of damage, the cost of any repair/remedial works to the communal area will be charged to the appropriate occupier accordingly.

16. Replacement Items

Any replacement requested from the MA must be from the leaseholder or the leaseholder’s letting agent of the apartment. The MA will not accept requests from sub-tenants.

- a) Parking Permits; replacement permits are available by request directly from the Estate Office against a small fee. Please contact the MA for guidance.
- b) Entrance Key; the keys that operate the main entrance to the respective Block. Replacements are available against signature by contacting the MA by email with; the full key number (printed on the key), your name, apartment number and contact details. The keys are a special order and will take 10-15 days from payment. Payment details will be given by email by the MA.
- c) Gate Fob; the automated main entrance Barriers to each Block are operated by a remote electronic fob. Replacements are available by contacting the MA by email with; your name, apartment number and contact details. The fobs are programmed

by the EM and left in your post box unless you instruct the MA otherwise but note you will be charged for any cost such as registered postage. For costs of the remotes and fobs contact the MA.

17. Fire

Fire Risk Assessment - Regulatory Reform (Fire Safety) Order 2005

- An independent Fire Risk Assessment (FRA) has been completed by an approved Fire Safety Inspector for the communal areas of Victory Hill. This is carried out to comply with current fire prevention legislation. Where there are fire notices around the communal areas of the development these should be read and complied with by all residents. These notices should not be removed, they are there for your safety. If you have any questions or concerns contact the MA.
- All Blocks conformed to the building and fire regulations at the time of construction, and as such should provide a reasonable degree of fire resistance between individual apartments. Each Block is compartmentalised to conform to the Fire Brigade's 'stay-put' policy, unless of course the fire is in your apartment.
- Front door self-closers are part of the Fire and Safety requirements, and must be fitted and working. Similarly internal doors within apartments with self-closing mechanisms should be fitted and working. These should be checked regularly to conform with the regulations and for your own safety, and the safety of others.
- Apartments may be fitted with smoke detectors, some of which are operated by battery. It is the responsibility of the apartment owner to ensure these are operational at all times. It is recommended these are tested weekly, and the battery should never be removed unless being replaced with a new battery. If you are unsure of what type you have fitted, or require guidance on testing or battery changing, contact the EM.

Procedure in the Event of Fire

1. Do not use the lifts in the event of fire.
2. In the event of discovering a fire anywhere on the development first call the Fire & Rescue Service by dialling 999 and listen to the operator, who will ask for all the relevant information including name, address, any injured party, and any other relevant information they deem necessary. Do not hang up until the operator tells you to do so. Do not put yourself or others at risk.
3. Should a fire occur in your apartment, then immediately warn all other occupiers in your apartment and evacuate the premises, closing windows and doors, and particularly the front door of your apartment to the communal area if possible as you leave.
4. Additionally, should a fire occur in another part of your Block the Fire Brigade's 'stay-put' policy should be followed closing all doors and windows of your apartment, and then follow instructions issued by the Fire Brigade who may advise you to evacuate if it is safe to do so.

5. Should you discover a fire in any other area of the development, move away from the area as quickly as possible using the normal exit route and call the Fire & Rescue Service as indicated above.

Fire Prevention

To help prevent a fire occurring, you should take the following precautions within your apartment:

- Ensure your electrical installation and equipment has been tested and deemed safe.
- Avoid the use of portable heaters with a naked flame, such as paraffin or bottle gas heaters. Ensure all portable heaters are kept well clear of any combustible material.
- If you smoke, ensure that all smoking materials are properly extinguished before you go to bed and empty ash trays into a metal bin.
- Avoid the use of chip pans. Any chip pan should never be left unattended.
- Any cooking implement using cooking oil or fat should never be left unattended.
- Avoid the excessive use of multi-point electrical adaptors and extension leads that can be easily overloaded. Check electrical appliances regularly to ensure no obvious defects exist. Switch off items not in use at the wall socket when not in use.
- Whenever possible do not leave electrical and electronic devices on stand-by.
- Only use candles where they cannot come into contact with combustible materials and ensure they are not left unattended and properly extinguished before going to bed or vacating the apartment.
- Close doors at night, especially doors to the lounge and kitchen, to reduce the risk of fire and smoke spreading.

Escape Routes

The entrance halls, landings and stairs form the main escape routes from the building, and it is vital that these are kept clear at all times. Any personal items left here will be removed without notice. These routes are marked as fire escapes.

18. Subletting an Apartment at Victory Hill.

The Lease requires that if a leaseholder wishes to sub-let an apartment that they need to obtain the consent of MC. Consent will normally be granted subject to the terms of the lease and receipt of required documentation. The Lease also requires **the sub-tenant to enter into a Deed of Covenant with the Freeholder and the MC**, ensuring that certain specified obligations under the terms of the lease are complied with. The form of this deed is set out in the 6th Schedule in the Lease. In addition, leaseholders may require the MC's permission for any sub-letting and are required to provide documentation before the sub-lease is signed.

The leaseholder is also required have to serve notice on the Freeholder and the MC within 21 days of any sub-letting being signed giving full details of the sub-tenants. Failure to comply with any of these obligations will place the leaseholder in breach of the Lease and the leaseholder may be liable to penalty. Full details of sub-letting requirements are given in clauses 5.8.3 and 5.8.4 of the Lease. A separate guide to letting your apartment can be obtained from the MA.

Sub-letting is not difficult to arrange; the important thing is to make sure that the MA is informed by the leaseholder well before the sub-let process starts. The MA will guide the leaseholder through what is required, how the DoC should be dealt with, what information the leaseholder will have to provide to the MC and the timing of the provision of this documentation, and how the leaseholder serves the notices etc. There is an amount of work involved in this and there may be a small administration charge.

The leaseholder must let an apartment in accordance with the terms of the Lease. **Any breach of any covenant of the Lease or the Estate Rules by the sub-tenant will be deemed as a breach by the leaseholder.**

It is the leaseholder's legal responsibility to ensure that sub-tenants are fully aware of the obligations under the Lease and the Estate Rules and do not do anything, or omit to do anything that might adversely affect the safety and security of the building and its occupants. It is also the leaseholder's responsibility to bring to the MA's attention any defects that might compromise safety and security, including those raised by sub-tenants. In addition, the leaseholder is required to ensure that:

- a) The apartment is only used as a private residence for occupation of a single family [approved number of residents who are named in the sub-lease], and not to carry on or permit any trade, business or profession.
- b) The apartment is not used for any illegal, immoral or improper use.
- c) The term of the sub-lease is appropriate. It can be unwise to sub-let an apartment for more than one year at a time.
- d) A copy of the Lease and its terms along with a copy of the Estate rules are attached to each and every sub-lease so that the sub-tenant fully complies with the covenants and rules contained within.
- e) Notice of the date of letting is given within 21 days to the MA (on behalf of the MC) as well as the Freeholder, including a copy of the Tenancy Agreement, if required, together with details of the sub-tenant and any Letting Agent. Please note there may be an administration fee.

19. Charges for breach of covenants

As a party to the Lease, leaseholders are obliged to ensure their sub-tenants, visitors and guests abide by both the Covenants and the Estate Rules. In the case of each breach the apartment owner may be charged an administration fee of £50+VAT along with any further reasonable charges, including if necessary any legal fees in relation to the breach.