

## Handbook

## **November 2023**

Prepared by

CS Block Management, assisted by residents,

For

Free Trade Management Company Limited (FTWMC)

Welcome,

This Handbook is intended to help you make the most of owning/living at Free Trade Wharf.

It has been designed as an online resource, with links to more detailed information, forms, etc. (If you request a hardcopy version, these will appear as numbered annexes.)

This version replaces all previous version and will be considered in preference to earlier versions excluding matters not covered in this version in which case past versions may still apply.

#### www.ftwharf.com

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## 1. Who we are

Free Trade Wharf (FTW) is a gated, riverside residential development committed to: Everyone being treated with respect and courtesy, to help make it a great place to live and work and being 'safe, clean and green' and a good neighbour within the local community.

The development comprises two main parts referred to respectively as the "Ziggurat (Phase 1)" and "Listed Building" (<u>Details of the Blocks</u>)

- **Ziggurat/Phase 1** (340 the Highway) was built in the 1980s and consists of 169 flats in seven blocks.
- **Listed Building** (350 the Highway) was converted in 2000-1 and consists of two former warehouses (East & West), which added an additional 39 flats and 2 commercial units.

The development therefore has a total of 208 flats and two commercial units (both have planning permission to be converted into flats). In addition, FTW holds long term leases from the Port of London Authority on the riverside jetty structures adjoining the development.

The freehold is owned by the Free Trade Management Company (FTWMC), which has 103 shareholdings. Shareholders (some own more than one flat) are all leaseholders in the Ziggurat/Phase 1, who (or whose predecessors in title) provided funds to buy the freehold from the developer, Regalian. Share ownership passes with title, so it cannot be transferred to a different flat or be held by a non-leaseholder.

The shareholders elect directors to manage the Company, which is responsible for running the development. The Board of Directors appoint a Managing Agent (CS Block Management) and directly employ the Site Manager and onsite team. Contact details for all of these are:

Concierge Desk: 0207 265 8044; 07833 978837; <a href="mailto:concierge@ftwharf.com">concierge@ftwharf.com</a> (for all day-today inquiries and 'when in doubt as to who best to contact')

**Managing Agent:** 

**CS Block Management** 

Kings Court, London Road Stevenage, Hertfordshire SG1 2NG

Email: info@csblockmanagement.co.uk
Tel: 0333 577 2562

CS Block Management's office hours; 9.00 am – 5.00 pm (Mon-Fri)

In the event of an emergency an out of office service is provided which is accessible by leaving a voicemail on the office telephone: **0333 577 2562**. Emails are not monitored out of hours.

CSBM operates an interactive website provided by **Resident**, this allows leaseholders to access key information about the estate e.g., buildings insurance, budgets, and Service Charges. Property owners should add no-reply@resident.uk.com to their safe senders list.

FTWMC directors: Directors can be contacted via directors@ftwharf.com

**FTW website:** <u>www.ftwharf.com</u> The password to the residents' section of the FTW website is: FTWres340.

The FTW Residents Association FTW Residents Association: <a href="mailto:enquiries@ftwra.co.uk">enquiries@ftwra.co.uk</a>
<a href="https://www.facebook.com/groups/ftwra">https://www.facebook.com/groups/ftwra</a> is open to all leaseholders (shareholders and non-shareholders) and tenants. It aims to provide a voice for everyone living at FTW and has a Memorandum of Understanding [copy <a href="mailto:here">here</a>] with the FTWMC to give residents the opportunity to contribute to making FTW a great place to live. It also arranges social events, a Facebook group and leisure activities for residents. [Membership form here]

## 1. Safety and Security

The safety and security of everyone at FTW is of paramount importance. If you have any concerns or queries, please raise them with the concierges [Contact].

## Fire safety

The fire evacuation policy at FTW is to leave the building on hearing the fire alarm. The alarm system is zoned and if you hear an alarm, all occupants of the flat should leave immediately (via the stairs, do not use the lifts). Take with you your keys, phone, wallet and jacket (or outerwear suitable for the conditions) and any medications that might be urgently

required (provided that you can do so without endangering yourself or anyone else). Please close doors behind to inhibit the spread of fire (if everyone has left that space).

#### Muster Points:

- Ziggurat/Phase 1: The Highway pavement, north of the King Edward Memorial Park
- Listed Building: The Highway pavement, around the post-box at Atlantic Wharf

Please do not obstruct access or re-enter the building until told it is safe to do so by FTW staff or the Fire Brigade.

Fire Alarms are tested every Friday (unless that falls on a national holiday).

Fire instructions [details here] are posted in common areas and each flat should have them on a laminated card. If you haven't got one, please ask the concierge to provide a replacement.

If you or any member of your household would have difficulty (either temporarily or permanently) in leaving the building via the stairs in the event of an emergency, you should advise the concierge and help develop a **Personal Emergency Evacuation Plan (PEEP)**. In the event of an emergency, details will be shared with the fire brigade to assist them in prioritising their efforts.

In your interests and those of your neighbours, please do not:

- Block or narrow fire evacuation routes by placing any items in the common areas (lobbies and staircases), including buggies, bicycles or wheelchairs.
- Store any combustible materials in common areas (including furniture or rubbish) materials found may be removed without notice.

Please ensure that electrical equipment in your flat is regularly maintained by qualified professionals and kept in good working order. Serious incidents can arise from electrical faults in fridges, etc.

**Fire safety (External Wall System) certification**: The development has an A1 EWS1 certification, indicating that the external wall materials are unlikely to be combustible and that balconies do not contain significant amounts of combustible material.

[Note: FTWMC is proposing to upgrade the fire alarm system and take other action to comply with new fire safety regulations. Updated advice will then be issued.]

## Security

FTW is a **gated** community and safeguarding access is critical to maintaining the security of residents. A **fob** is provided for pedestrian access and **Booster** for access to the car park. More details on access security are provided here.

When entering or leaving the development please be alert to what's going on in the vicinity and advise the Concierge immediately if anyone appears to be tailgating or is otherwise a threat. To minimise the risk of attempted entry, please do not store items of value, including bicycles, in public view.

The Concierges monitor CCTV cameras sited around the estate and, when necessary, call the police to an incident. If you see any suspicious activity or anyone trying to break into or access the estate or the jetty structures, please alert the Concierges (0207 265 8044) immediately or, in an emergency, call 999.

[Note: FTWMC is proposing to upgrade the fob access system and this advice will then be updated.]

#### 2. Facilities and services

Residents enjoy the following:

- The security of being in a gated development.
- 24/7 concierge.
- Parcel and deliveries handling service (<u>details here</u>)
- A leisure centre, with gyms, swimming pool and function room (details here)
- A large and well stocked terraced garden with river views (maintained by specialist contractors) located in front of the Ziggurat and open to all residents
- A tranquil and historic courtyard (at Listed Building)
- Onsite staff team, dedicated to FTW, led by the site manager (details here)
- Secure car parking, including (limited) visitors' spaces (detailed information here)
- Secure bike store (<u>details here</u>)
- Communal rubbish and recycling bins clearing arrangements (details here)
- Communal infrastructure for tv and internet access (details here)
- Meter reading service by the concierges; note on smart meters (<u>details here</u>)
- Pest control (in common areas) (<u>details here</u>)
- Exterior window cleaning (limited) (details here)
- Communal building insurance (details, including the excess leaseholders must pay in the event of leaks, are <a href="here">here</a>)
- Lift/step free access to most flats (in the Ziggurat via car park entrances) (details here)
- Expansive river views (varies by flat)

- Easy access to public transport (DLR at Limehouse and Shadwell, Overground trains at Wapping and Shadwell, a bus on the Highway, trains at Limehouse)
- Proximity to King Edward Memorial Park (and the extended promontory once the Tideway super sewer project is complete – currently scheduled to be by the end of 2024)

## 3. Rights and responsibilities

Leaseholders' rights and responsibilities are set out in their lease. The following is not intended as a summary of the lease (nor could it) but rather aims to highlight some aspects of which residents may wish to be aware.

## Rights

Leaseholders are entitled to the quiet enjoyment of their property and to use the facilities and amenities listed above (subject to any exceptions in individual leases).

### Responsibilities

There are several responsibilities (covenants) identified in the lease. These include paying the service charges and maintaining your property (details here). Others relate to being a considerate neighbour, given that actions and omissions can impact on others in the development. Examples include:

- Noise (<u>details here</u>)
- Smoking (details here)
- Residential use of flats (<u>details here</u>) including subletting (short term lettings like Airbnb are not permitted)
- Use of balconies (details here)
- Storing of personal items in communal areas (details here)
- Management of contractors doing work in a flat (<u>details here</u>)
- Regular servicing of electrical equipment within your flat, as serious incidents can arise from leaking washing machines or dishwashers or faulty microwaves or fridges.

There is another important category: matters that require the **permission of the freeholder** (not to be unreasonably withheld). This normally applies when a proposed course of action impacts on the freeholder's interests or which might impinge on the interests of other leaseholders. In these cases, permission must be sought, via the managing agent, before the action is taken (in some cases a fee is payable):

- Assignment of a lease or subletting (details here)
- Alterations to a flat (Details of the alterations policy and process for securing permission is <a href="here">here</a>)
- Keeping a pet (<u>details here</u>).

We hope that this handbook is useful. We intend to keep it updated as changes are made. In the meantime, please let us know of any corrections, omissions, or improvements that we can make.

## 1. The blocks in the Ziggurat and Listed Building are configured as follows:

Ziggurat/Phase 1		
Block A (eastern side)	G + 4 floors above	Flats 1 – 20
Block B	G + 9 floors above	Flats 21 – 38
Block C	G + 4 floors above	Flats 39 – 68
Block D	G + 4 floors above	Flats 69 – 81
Block E2	G + 5 floors above	Flats 82 – 90
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Block E1	G + 8 floors above	Flats 91 – 111
BIOCK ET	a randora de ve	11003 51 111
Block F	G + 10 floors above	Flats 112 – 142
BIOCKT	G . 10 110013 above	11005 112 142
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Block G (western side)	LG, G + 5 floors above	Flats 143 – 169
Listed Building (West)	G + 3 floors above	Flats 003 – 005, 108 – 109,
		208 – 211, 309 – 312, 1LB, 2LB
Listed Building (East)	G + 3 floors above	
	2 - 2 110013 45070	Flats 001 – 002, 101 – 107,
		201 – 207, 301 – 308

# 2. Memorandum of Understanding between Free Trade Wharf Management Company and the Free Trade Wharf Residents' Association

### Working together in the interests of residents

The Free Trade Wharf Management Company (FTWMC), as the freeholder, and Free Trade Wharf Residents' Association (FTWRA), which represents all residents, whether shareholders, leaseholders or tenants, set out in this Memorandum of Understanding (MoU) their commitment to work together in the interests of all at Free Trade Wharf (FTW).

### We recognise that:

FTW is a community which includes leaseholders, leaseholder-shareholders, tenants, visitors and staff (managers, concierges, estate team, cleaners and contractors), all of whom:

 have responsibilities and obligations to each other o appreciate the importance of treating each other with respect and courtesy o have much to contribute to making FTW a safe and great place to live and work.

Many residents have skills, knowledge and interests which would assist in the management of the development and hence improving the quality of life of residents.

## Therefore, FTWMC and FTWRA will seek to

- Maintain good communication between each other and to be mutually supportive of prompt, two-way communication with residents, via informal and formal channels (newsletters, open meetings, Facebook, WhatsApp, emails, noticeboards), so that residents are fully informed about everything affecting them and their views are fairly represented.
- Provide opportunities for participation in and support of each other's activities, meetings and work, including support for social events and community building activities and encouraging residents to participate in these.
- o Enable those who can contribute to assist in:
  - the efficient and effective management of the FTW estate
  - engaging residents in the consideration of decisions that affect them
    - planning FTW's future as a thriving residential community.

## 3. Free Trade Wharf Residents Association – Membership application

If you would like to join the Free Trade Wharf Residents' Association, please fill in the application form and return it to Sue Rose, Secretary (enquiries@ftwra.co.uk) or leave it with the Concierges marked for the attention of Sue. -There is a one-off membership fee of £5 per flat. Please pay by bank transfer to Free Trade Wharf Residents' Association sort code 30-98-97, account number 68535863 with reference (surname/flat number):

I/We	would like to join Free Trade Wharf Residents
Association	
(£5 one off fee per ap	plicant applies)
Flat Number	
Name 1	
Name 2	
Contact details	

 $Free\ Trade\ Wharf\ Residents'\ Association\ enquiries @ftwra.co.uk$ 

## 4. Fire Safety Evacuation Guidance Notice

The fire evacuation policy in Free Trade Wharf (including Listed Building) is that on hearing a fire alarm you should get out of the building, move to a safe place and await instructions from the fire service.

Ziggurat/Phase 1 muster point: at least 100m west on The Highway alongside the Park Listed Building muster point: east on The Highway to the post-box in front of Atlantic Wharf

#### DOs

- 1. Do call 999 immediately if a fire starts in your flat or you are aware of a fire (& also call the Concierge on 02072658044 to alert them as soon as it is safe to do so)
- 2. Do get out of the building if you hear an alarm and move to a safe place (see above)
- 3. Do assume that any alarm continuously sounding for a least a minute is 'real' (routine fire alarm testing will be carried out between 11.00 and 13.00 on Fridays)
- 4. Do take with you your keys, mobile phone, wallet, coat and any urgently needed medication provided that you can do so without compromising your safe escape
- 5. Do close fire doors behind you to help limit the spread of fire
- 6. Do use the stairs
- 7. Do familiarise yourself with the most direct route and plan for an alternative
- 8. Do inform the Concierge if you would find it difficult to get out of the building in an emergency. We will then draw up with you a Personal Emergency Evacuation Plan (PEEP). A record of these will be held for use by the fire service, who need to know where there are people with special evacuation needs
- 9. Do call 999 if you believe that you cannot escape from your flat because of a fire, to help direct the fire service to your location
- 10. Do knock on the doors of your neighbours on the same lobby to alert them to the need to evacuate, if this does not compromise your safe escape
- 11. Do install and regularly test at least one fire alarm in your flat

## DO NOTs

- 1. Do not attempt to fight a fire, as this may put you and others at risk
- 2. Do not use the lifts
- 3. Do not run and put yourself at additional risk from trips and falls
- 4. Do not return to the building until the fire service has advised it is safe to do so
- 5. Do not walk off too far, the fire service will attend the muster points to advise when it is safe to return
- 6. Do not smoke in any area of the common parts

- 7. Do not drop cigarette butts from balconies
- 8. Do not leave any items in the common parts as these may obstruct people evacuating the building

## 5. Safe and Secure Access

There are several perimeter access points to the development from the Highway and the Walkway (between the development and the river). Within the development, access to each block, leisure centre, and some gates around the development (including cycle store) is controlled and requires an access **FOB** or for car gates a **Car Park BOOSTER**.

You are responsible for the FOB and BOOSTER and for anyone to whom you provide it. If you lose or damage a FOB, or Booster please report it immediately to the concierges – fees of £20.00 (fob) and £50.00 (booster) will be charged to replace it.

If your BOOSTER stops working, then you should try to change the battery before reporting it as faulty.

Where fobs are made available for cleaners, contractors, deliveries, relatives, etc., the concierge team should be advised of the nature of their visits and frequency and given appropriate contact details. The concierge team will not allow visitors or deliveries into the building without confirmation that the resident is at home, or access has been pre-arranged. Unauthorised people may be refused access.

Please do not allow access to the building by anyone other than a genuine visitor to your flat. Do not allow entry to anyone claiming to be visiting or delivering to another resident. Please report any attempts to gain such access to the Concierge.

The Concierges monitor CCTV cameras sited around the estate and, when necessary, call the police to an incident. We do not wish you or the Concierge to put yourselves at risk by attempting to challenge trespassers. If you see any suspicious activity or one or anyone trying to break into or access the estate, buildings, or the jetty structures, please alert the Concierges (0207 265 8044) immediately or in an emergency call 999.

## 6. Parcels and Deliveries Service

Royal Mail letter post is delivered directly to flats. The concierge desk receives and stores small parcels and dry cleaning. A recording and notification system will message residents when items arrive and, as space is limited, items should be collected and signed for as soon as possible.

Note: deliveries of items over 20kg, requiring handling equipment or which cannot fit in the reception area will not be accepted and residents remain responsible for arranging to be present for delivery of such larger items direct to their property. The concierge team should not be asked to make deliveries from reception to individual flats.

#### 7. Leisure Centre:

The Leisure Centre (located on the first floor of LB West) is open from **06.00** and **23.00** each day and consists of a swimming pool, a gym (a second gym, with weights and other equipment that generates noise is in the carpark courtyard), jacuzzi, sauna, changing rooms and a function room. Most leaseholders have access to the Leisure Centre included in their leases and contribute to its running costs through their service charge – a small number of LB leases do not include access.

The Leisure Centre is unsupervised, and all residents are responsible for their own safety. Children and young people under 16 should always be accompanied in the Leisure Centre. Guests are permitted in the Leisure Centre - limited to a maximum of three - and must be always accompanied by a resident.

Inflatables (except swimming aids), toys and music are not permitted in the pool. Please do not use oils, gels, shampoo, or shaving foam in the jacuzzi as these may damage the filtration system and incur costly repairs. The consumption of food or drink (other than water) is limited to the function room.

For your safety, please take note of all notices displayed in the gym before using any equipment. Anyone with a pre-existing medical condition should consult their doctor before using the gym equipment. Children under the age of 12 years should not use this gym facilities.

#### Disclaimer of Liability.

All residents and their guests use the Leisure Centre facilities at their own risk. **Neither Free Trade Wharf Management Company, nor their agents or employees shall be liable** for the personal injury or death of any resident, guest, or child while on the premises or while using the leisure facilities and neither Free Trade Wharf Management Company, nor their agents or employees shall be liable for any loss, damage or theft of personal property belonging to a resident or guest while using the Leisure Centre facility.

The Function Room Is available for use by residents with advance notice and the payment of a deposit. Tenants are also able to book the function room, so long as their tenancy is

registered with CS Block Management. A booking form is available from the Concierge Desk. Those booking the room should be considerate of neighbouring residents and events should conclude by 10pm, to avoid causing a nuisance from late night noise.

#### 8. The onsite FTW Team

The team is led by the Site Manager (David Blessing) who is responsible for:

- the day-to-day management of the estate, in liaision with CS Block Management
- managing the onsite team and
- overseeing resident issues and dealing with any day-to-day concerns that Concierges are unable to resolve.
- Working hours: Mon-Fri 9:00-17:00
- Contact: site-manager@ftwharf.com

The Concierge team, based in the reception at 340 The Highway, work shifts to provide a 24/7 service. Their duties include:

- being the **first point of contact** for residents' queries, visitors, and contractors working in individual flats
- proving a post room service for parcels
- monitoring and maintaining security using CCTV cameras, controlling access, parking, and deliveries
- assisting the fire brigade and residents in the event of a fire or emergency
- providing gas, electricity, and water meter readings on request subject to other priorities (many meters are in secured part of the estate)
- Spare Keys can be held by the concierge team for use in an emergency or passed (with express permission) to pre-identified contractors, visitors, cleaners, delivery agents.

FTWMC accepts no liability for any action of the authorised recipient of the keys.

- Residents need to arrange to collect grocery and food deliveries outside the gates, as
  delivery personnel are not permitted to roam around the building looking for the right
  flat. Grocery delivery trolleys must not be taken up the front entrance (or other) steps
  and staircases as they risk damage to or chipping of the steps.
- Take-away food should be collected by the resident from the delivery person. Food deliveries will not be accepted by the concierge team and food cannot be left in the reception.

The Estate team is responsible for General maintenance of the site and common areas, including:

- emptying the recycling and refuse bins and ensuring refuse areas are always kept clean.
- Leisure centre, pool checks and routine maintenance
- Weekly Fire Alarm and security systems checks
- General maintenance of common areas
- Support to the Site Manager with contractors, leaks, safety, and security.

The cleaning team provides a Monday to Friday cleaning service for the common areas, including the Leisure Centre and weekly vacuuming of carpets.

## 9. Car Parking

Most leases include a designated parking space. Please do not park in another resident's space without the resident's (or the concierge team's) permission. Please seek the Concierge's assistance if your space is occupied or blocked.

Residents can sublet their parking space to another FTW resident but not to any external party. Any such sublet agreement must be notified to CS Block Management and confirmed by both residents.

Please do not run or rev the engines of vehicles excessively in the car parks. Battery charging, refuelling and repairs are not permitted in the car parks. (Provided no spillage or residue is left, the topping up of fluids, screen wash, lubrication oil and brake fluid, bulb replacement and windscreen replacement are permitted.) FTWMC reserves the right to ban any vehicle which breaches these rules.

A limited number of spaces for visitor parking are provided in the entrance courtyard, including one for disabled parking. These are intended for short term visitors and contractors' vehicles and not routinely available for overnight parking. Please liaise in advance with the concierge team to determine if spaces are likely to be available. The vehicle registration number must be provided to the concierge team along with a contact phone number and flat number being visited.

## 10. Bike Storage

A limited capacity bike store is provided on the lower level of the car park for bikes that are in regular use. Please comply with the tagging system, so that bikes can be identified. Details are available from the concierges. The bike store space is not sufficient to be act as a longterm storage facility for un-used bikes. Please make other arrangements for such bikes. Storage in common areas, on balconies or in car parking spaces or areas is not permitted —

as it has proved in the past to encourage theft and cause damage to vehicles. Cycles left outside the bike store will be removed without notice.

## 11. Rubbish and Recycling

Communal bins are provided for normal and recyclable waste and residents should ensure that all their rubbish is taken to the designated bins in the garage area (for Ziggurat/Phase 1) and the dedicated cupboards in Listed Buildings East and West.

## Blue & green bins = general refuse - Pink/purple bins = recycling

Please bag rubbish before placing it the bin – otherwise the estate team face the unpleasant task of clearing wet/putrefying waste from the bottom of the bins, which must be emptied into the metal bins from which the local authority will collect.

Please also take care in putting material in the correct bins – recyclable material will be contaminated if mixed with general rubbish.

Recycling can be disposed of unbagged, although LB Tower Hamlets does provide recycling bags (for personal collection from their offices or Idea Stores. The Council will not supply such bags in bulk to FTW.) Please do not overfill bins or prop lids open, as this will attract vermin to the bins. Also, please flatten boxes prior to their disposal.

If you have large items to dispose of, please contact LB Tower Hamlets about their collection services. Please do not leave items without permission in any skip temporarily located in the forecourt. These will have been booked and paid for by another resident or by the FTWMC.

#### 12. TV and Internet

Both satellite and terrestrial television are available via a communal infrastructure. Any costs or callout or repair to equipment in individual flats falls on the resident. Individual Sky dishes are not permitted.

Both BT and Hyperopic have broadband connections to the building. You should contact them directly for details of their services and any connection charges into your flat.

#### 13. Smart meters

Suppliers or leaseholders may wish to install smart meters. Residents should be aware that real time data on usage may not be accessible, given the remote location of meters but they may welcome the convenience of not having to submit readings. CSBM should be consulted

before any commitment is made, as smart meters would have to fit into the relevant meter cupboard, where space is limited.

#### 14. Pest Control

A pest control contractor attends the site every six weeks to inspect bait boxes on site. If there are any pest issues in flats, please seek advice from the Concierges in the first instance. Pest control within individual flats will be at the resident's expense.

## 15. Window Cleaning

The windows on the first three floors on The Highway side of the building and within the Listed Building courtyard are cleaned monthly.

## 16. Building Insurance

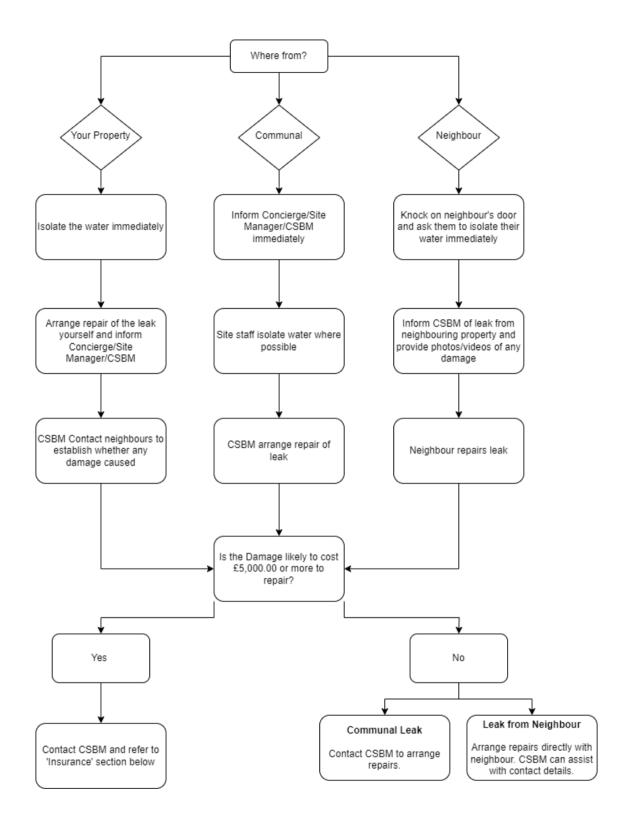
The Building Insurance policy – paid for via the service charge - covers structural damage caused by fire, burst pipes/escape of water, heavy storms, etc. However, it is important and required that residents arrange contents insurance to cover personal effects in case of damage and landlords' insurance if the property is sublet.

You may request a copy of the building's insurance documentation free of charge from the Concierges.

Please be aware that incoming cold water supply pipes from the water meter are the responsibility of the individual property owner. The building's insurance extends solely to cover costs of damage caused by leaks but will not pay for repairs to the actual pipes. These can be costly if underground and property owners are advised to seek independent insurance advice.

#### **Insurance claims**

If you notice a leak or water ingress into your property, please follow the following procedure.



In the case of escape of water, once contacted, the concierge team can immediately isolate the water supply to suspected flats pending investigation.

Whilst every attempt should be made for neighbours to resolve water ingress issues between themselves, if there is a situation whereby a leaseholder fails to engage with their

neighbours or simply refuses to help, then the managing agent should be contacted on info@csblockmanagement.co.uk

Making a Claim Against the Buildings Insurance Policy:

CSBM are appointed to handle claims against the development's policies and to deal with any associated correspondence with both the claimant and the insurer.

A claim needs to include the following details: 

The date upon which the 'loss' (damage) occurred. 

Full details of the incident.

- o Full details/breakdown of exactly what has been damaged.
- Photos of any damage.

The cost of making good also needs to be likely to exceed the Escape of Water excess of £5,000, excluding the costs of the leak repair itself (which is not included in the cover). This excess is payable by the Leaseholder of the property where the source of the leak is located.

If the above conditions are met, please advise CSBM (at <a href="mailto:info@csblockmanagement.co.uk">info@csblockmanagement.co.uk</a>)
CSBM will then notify the insurer of a potential claim against the policy. CSBM will await the insurer's response with a claim reference and set up a file. Dependant on the extent of the damage, either the insurer or CSBM may appoint approved contractors, surveyors, or professionals to assess and provide quotations for remedial/reinstatement work. The insurer will only pay for like-for-like repairs/replacement, not for improvements. Where materials or apparatus may have become obsolete, the insurer is likely to compare costs of any proposed materials or apparatus to ensure that they are not excessive.

If necessary, CSBM will organise drying equipment for the damaged property. The length of time required for drying will vary from case to case. Dependant on the extent of the damage and/or damp, alternative accommodation may be required. In some cases, it may be deemed prudent for CSBM to arrange for a contractor to remove any floor coverings which are likely to retain water. If this is the case, CSBM will advise the leaseholder of the damaged property.

If drying equipment is required, the Leaseholder of the damaged property must obtain an electricity meter reading in advance of the equipment being operated. This ensures that the Leaseholder can be accurately reimbursed for any increased consumption relating to drying equipment.

Where alternative accommodation is deemed necessary, you will need to agree proposed costs of any accommodation with CSBM, who will seek the insurer's authorisation. It is noted that in some cases alternative accommodation may need to be arranged at short

notice – please note that this must still be agreed with CSBM and can be done out of hours, if necessary, via 0333 577 2562.

CSBM will ask you to retain receipts for any costs incurred because of being unable to access your property. This often includes but may not be limited to the costs of the accommodation itself and excess travel costs where necessary.

Once comparable quotations for remedial/reinstatement work have been obtained, they will be submitted to the insurer by CSBM. It is likely that, where estimated costs meet or exceed £5,000.00, the insurer will appoint a loss adjuster to validate the claim, and therefore access to the damaged property may need to be arranged. CSBM will handle this correspondence and organise access. If the insurer does not opt to appoint a loss adjuster, CSBM will await the insurer's go-ahead on their chosen quotation.

CSBM will then instruct the chosen contractor and establish a start date for the works to commence, once the property is dry. Once works have commenced, the contractor will require uninterrupted access to the whole of the property during normal working hours to ensure that the remedial/reinstatement work is completed in as timely a manner as possible to avoid the risk of escalating alternative accommodation costs. Once the work has been satisfactorily completed, CSBM shall apply to the insurer for full and final settlement of the claim.

## Dealing with an empty property, or where a leaseholder is absent or unresponsive

Under the terms of the Lease, the freeholder is permitted a Right of Entry, with workmen to complete repairs, provided that entry takes place at reasonable times. The freeholder will take such action if it is deemed necessary to do so, particularly where a leak is actively causing damage to another property within the building, or to the building itself.

#### 17. Lifts

Lift/step-free access is provided to most flats. Any problems with lifts should be reported promptly to the Concierges, as some residents may be dependent on them for access. Please do not jam doors open, as it risks damage to the motor and can inconvenience other users. Care should be taken not to damage the lift interiors when carrying large or awkward loads. When a move or repair/refurbishment work is planned, please liaise with the Concierges in advance to arrange for protective linings to be fitted to any lift to be used. It is important that any contractors working in individual flats are considerate in their use of lifts and avoid spillages or leaving debris in the lifts which might be a hazard to other users.

## 18. Maintain in Good Repair

The leaseholder is required to maintain their flat in good repair, to decorate and make good all defects. The lease provides that the freeholder has a right of entry, by appointment, to inspect the condition of the property, in compliance with this obligation.

Where the freeholder identifies disrepair within a flat that needs to be remedied, a notice can be served on the leaseholder of this breach requiring them to make good within two months (or sooner if necessary). If the works are not completed within a reasonable timescale the freeholder can enter and complete the works himself and then recharge the costs to the leaseholder.

#### 19. Noise

Please be always considerate of your neighbours. You may be aware that the design of the Ziggurat means that some sounds from flats and balconies can travel to properties that aren't your immediate neighbours.

The lease specifically prohibits noise from the playing, or use of musical instruments, radio, television etc., between the hours of 11p.m. and 8a.m. that is audible outside the flat.

Where contractors are employed, permitted working hours are:

Monday to Friday 9.00am to 4.30pm Saturday 8.00am to 1.00pm (No Sunday or Bank Holiday working).

## 20. Smoking

Smoking of any kind (tobacco or other products) is not permitted on balconies, as the smoke may cause a nuisance to your neighbours. Please do not throw cigarette butts from balconies, as they may be a fire hazard.

Smoking of cannabis (a class B drug) within flats is illegal. Please be aware that the smell easily penetrates adjoining flats and common areas, and it may cause nuisance and health problems to others. FTWMC will permit police to enter the development to investigate reports related to drug use.

#### 21. Use of Flats

Flats may only to be used as a private residential flat. No trade or profession should be conducted from the property, although working from home, in accordance with modern working practices, is of course permitted.

Equally, it is understood that domestic arrangements may be made for looking after the residents or their property on a regular basis, so carers, cleaners, and nannies can be employed, provided they are insured, where required.

If you have any questions as to what is permitted, please contact CSBM for advice and clarification.

## 22. Balconies

Balconies in the Ziggurat are not part of the demised property, but leaseholders are granted exclusive access to the balcony space. The freeholder appreciates that residents wish to enjoy their outside space but has an interest in restricting some uses of the balconies that might impact the structure of the of the building or pose a safety risk to others.

Nothing should be fixed to the exterior walls and plants should not be allowed to grow onto or attach to the building, to avoid damage to the structure. Nor should plants trail below balconies or intertwine with the balcony railings. In maintaining any plants on balconies please ensure that soil or detritus is not left to affect other properties and that any watering does not create a nuisance to properties below.

There are certain items that should not be kept on balconies including bicycles, sheds that exceed the height of the balcony walls, washing or wind chimes, nor should they be used for storing excess belongings or anything that might attract vermin.

The balconies can be affected by gusting winds and great care should be exercised in selecting any furniture used on balconies – some incidents have occurred with tables and parasols being swept from balconies and putting others at risk. Glass-topped tables should be avoided and, where weather conditions are poor, consideration should be given to moving furniture inside or tying it down, to avoid accidents.

Barbecues cannot be used on balconies, because of the fire hazard they represent and are specifically excluded from the building insurance cover.

#### 23. Communal Areas

The gardens are available for the enjoyment of residents. The Residents Association BBQs (2 old-style barrel BBQs that require charcoal briquette fuel – not provided) are available for use on the lower (Bay Tree) terrace. Arrangements for loan should be made in advance with the Concierges.

No personal items should be stored in any of the communal areas including the gardens, paved areas, and pathways.

If you do need to store items for a short time, then talk to the Concierges who may be able to offer options for a few days while awaiting removal or post-delivery but pre-installation.

If you have concerns about items left in communal areas, please report these to the concierge desk.

#### 24. Contractors

Please inform the Concierges in advance of any proposal to employ contractors in your flat. This will ensure that suitable arrangements are made for parking, access, safe working, etc.

All contractors should report to the Concierge desk on arrival on site and on departure as part of the site safety procedure. Permitted working hours are:

Monday to Friday 9.00am to 4.30pm

Saturday 8.00am to 1.00pm (noisy work to be avoided wherever possible) (No Sunday or Bank Holiday working).

Where emergency works are required outside these hours, the Concierge must be informed in advance.

Lifts and common areas must be clean and fit for use by other residents at the end of each working day (and, as far as possible, throughout the day).

Flooring and carpets in the Common Parts must be protected with dust sheets and owners are responsible for any damage caused.

NB: Owners are responsible for waste created by contractors who must either take waste away or the owner must contact the Council/waste removal contractors to arrange removal. Please note that waste **must** be removed from site at the end of each working day by the contractor or leaseholder unless a skip has been pre-arranged.

Contractors must not tamper with any communal systems without explicit consent. This includes the door entry system or TV satellite system.

Any damage caused to common area or additional cleaning which is required will be the resident's responsibility and the costs, including an administration fee, will be charged to the resident, if work must be carried out by FTW.

## 25. Assignment and subletting

The leaseholder is required to seek the prior written consent of the freeholder to any assignment or subletting. It is a condition of the lease that such consent will not be unreasonably withheld.

The leaseholder cannot assign, sublet or charge only part of their property and can only let the property as a whole. No short-term subletting, such as Airbnb, is permitted.

Any assignment of the lease will require the incoming leaseholder or tenant to enter into a direct deed of covenant with the freeholder. This is to ensure that all occupants of the building have a contractual relationship with FTWMC and allows the Company to enforce any breach of lease directly with the new tenant or subtenant.

The leaseholder is required to meet the freeholder's costs and those of its professional advisors in reviewing a leaseholder's request to sublet or sell the property.

Please contact CS Block Management prior to assigning or sub-letting your property at legal@csblockmanagement.co.uk.

## 26. Alterations to the premises

The leaseholder may not at any time during the term make any structural alterations to, or additions to the premises without consent.

Leaseholders should contact CSBM for clarification of the information you are required to provide. A full copy of the **licence to alter** policy and the applicable application form can be obtained by request to <a href="mailto:legal@csblockmanagement.co.uk">legal@csblockmanagement.co.uk</a>. Leaseholders must not undertake any alterations without permission, including replacement boilers, alterations to kitchens, bathrooms, windows, or doors.

Permission for non-structural works will normally be given without delay, following receipt of requirement documents and the applicable fees. The owner is advised to place a copy of the permission with their title deeds.

Permission for structural works will require a licence. Building regulations and any other public statutory requirements must also be obtained and complied with.

## 27. Keeping Pets

The keeping of any pet within a flat is subject to obtaining consent from the freeholder. An application form is available from CS Block Management and or can be found online at: <a href="https://wkf.ms/3Qy6Cmx">https://wkf.ms/3Qy6Cmx</a>. Only lessees (not tenants or visitors) can obtain consent to have pets on the premises.

Permission can be rescinded if a pet causes nuisance or disturbance to a neighbour.

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