

LUSCINIA VIEW

LUXURY APARTMENTS



ESTATE RULES

Version 3

*Napier Road Management
Company Limited*

CHANEYS
Chartered Surveyors & Property Managers

Luscinia View

Estate Rules

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1. Abbreviations

To help reduce the length of the Estate Rules, and hopefully make the document easier to read, frequently occurring titles or expressions have been abbreviated. To assist the reader the following comprises a list of abbreviations often used throughout the document. If this is the first time you are seeing these abbreviations it may help to print off this page and use it for ready reference as you read through the Estate Rules.

ANPR	Automatic Number-Plate Recognition
BPN	Breach Penalty Notice
CCTV	Closed Circuit Television
DCOP	Director Code of Practice
DVLA	Driver and Vehicle Licensing Agency
EM	Estate Manager
EO	Estate Office
ER	Estate Rules (Regulations)
FH	Freeholder
FRA	Fire Risk Assessment
FSI	Fire Safety Inspector
HD	High Definition
HSSE	Health, Safety, Security and Environment
LBN	Lease Breach Notice
LED	Light-Emitting Diode (light)
LH	Leaseholder
LV	Luscinia View
MA	Managing Agent
MC	Management Company
MPH	Miles per hour
NRMC	Napier Road Management Company Ltd
PAT	Portable Appliance Testing
PCN	Penalty Charge Notice
PMC	Parking Management Company
PS	Parking Space
RBC	Reading Borough Council
RBFRS	Royal Berkshire Fire and Rescue Service
RCD	Residual Current Device
RF	Reserve Fund
RPP	Resident Parking Permit
SC	Service Charge
TA	Tenancy Agreement
TPP	Temporary Parking Permit
TW	Thames Water
UK	United Kingdom of Great Britain
VPP	Visitor Parking Permit

2. Terms

The following are some of the more relevant terms found at the front of each Lease, and have been added here for the benefit of those who are a Tenant at Luscinia View and have no sight of the contents of the Leaseholder's Lease. This should also help the reader to better understand the contents of these Estate Rules.

Lessor	The Freeholder who owns the land Luscinia View is built on
Lessee	The Leaseholder, or owner of the apartment.
Tenant	A person to whom the landlord (LH) grants temporary and exclusive use of their Demised Premises in exchange for rent.
Development	All of the land and all structures erected within the boundary of Luscinia View as described and shown in the Lease.
Building	Refers to each block within the Development
Demised Premises	The apartment and one parking space as described and highlighted in the Lease for each apartment.
Properties	The apartments within the Development other than the Demises Premises
Accessways	The footpaths, driveways, car parking areas including the undercroft parking areas and all access areas associated with the Development
Communal Areas	All external and internal areas forming part of the Maintained Property in the Buildings commonly used by LHs/residents/visitors etc.
Maintained Property	Those parts of the Development the maintenance of which is the responsibility of the Management Company
Service Installations	Covers sewer, drains, channels, pipes, watercourses, gutters, mains, wires, cables, conduits, aerials and other conducting media, tanks and apparatus for the supply of water, electricity, telephone, television signals, fibre and cable broadband, other domestic services, and the surface water.
Parking Spaces	The open and undercroft parking spaces/bays assigned to each apartment as described and marked in each lease.
Estate Regulations	Means any rule or regulation made by the MC from time to time for the benefit and general convenience of occupiers of and the use and enjoyment of the Development, including these Estate Rules.

3. Preamble

The Management Company (MC) of Luscinia View (LV) is Napier Road Management Company Ltd (NRMC), a registered UK company whose members each own an apartment within the development. The MC must be formed under the terms of the Lease, comprising the Directors of the Company (i.e. the NRMC Board of Directors) who are elected volunteer representatives of the Members (i.e. apartment owners/Leaseholders), and are appointed under a strict Director's Code of Practice (DCOP) to ensure the development is managed to the required high standard for the fairness and benefit of everyone to ensure the integrity of the buildings, grounds and infrastructure. The Lease stipulates the NRMC Board of Directors (Board) are responsible to the Lessor (Freeholder) for ensuring all Members (i.e. the 162 Lessees) adhere to the terms of their Lease, and shall use Estate Regulations to maintain compliance either directly, or indirectly by the authority given to the Board to include or remove subjects within the Estate Regulations as matters arise or dissipate. These Estate Rules are the Estate Regulations under the Lease using a title that the Board felt was slightly less officious.

4. Introduction

The following Estate Rules (ER), approved by the NRMC Board of Directors (Board), are a combination of the more relevant covenants set out in the Lease of each apartment and several measures introduced by the Board to ensure the requirements of the Freeholder (FH) are continuously met and adhered with. This is no different to other UK Leasehold residential buildings consisting of several residential homes where each home owner holds a legally binding Lease between themselves and the Freeholder who owns the land, and thereby dictates the standard and maintenance of the building(s) that have been constructed on that land.

Recent enquiries have highlighted the lack of information passed to a Tenant whenever a Tenancy Agreement (TA) is legally signed between the Leaseholder (LH) and their Tenant, whether the agreement was agreed and signed directly between the two parties, or was arranged via a Letting Agent on behalf of the LH. No TA appears to have had a copy of the Lease attached to the TA, and many do not contain the fundamental clauses contained in the Lease for the Tenant to follow. To cover these deficiencies, it is always NRMC's resolve to try and keep all LHs and residents at LV informed on what is expected under the terms of the Lease in order to prevent Lease Breach Notices (LBN), and Breach Penalty Notices (BPN), being issued.

The Estate Rules have now been revised and expanded to include more pertinent information and content to keep all LHs and residents better informed. LHs are hereby requested to ensure any incoming new LHs, or their Tenants, are kept fully informed so the number of breaches can be minimized compared to the number presently being issued at this point in time. Recent strategy has shown most breaches occur because residents do not have the knowledge and/or understanding of what is contained in the Lease and/or have not read the Estate Rules.

These Estate Rules have been compiled for the benefit of all LHs and residents. As always, the Board will make decisions on what is believed to be of benefit to the majority of LHs (and their Tenant if the property is rented out), and does not make decisions whereby it could be construed that decisions are made for the benefit of individuals or small groups. In this respect the Director Code of Practice (DCOP) clearly states that any Director shall not personally benefit by becoming a member of the Board, including receiving any remuneration of any kind.

Social harmony within such a large and diverse complex of 162 apartments can only be achieved with the conscientious cooperation of all who own and/or live at LV. A good neighbour always considers those who live around them, and takes an active part in ensuring LV remains clean, safe, secure, and well maintained by either taking a direct approach to rectify a situation through intervention, or reporting anything suspicious, broken or missing etc. to the Estate Manager (EM) together with time and date so it can be tracked on CCTV if this is needed. This should include such things as: excessive noise at any time; suspicious persons in or around the development; damage to NRMC property, missing fittings; drug users or drug dealers anywhere around the development; improper and discourteous parking; etc.

A hard copy of the ER can be found in the main entrance hall of each Block, and in the lobby of the Estate Office (EO). Soft copies can be sent to your email address, and is now available on the LV website (www.lusciniaview.com). It is the sole responsibility of every LH who rents out their apartment to make sure the incoming Tenant has a copy of the latest version of the ER when they arrive, either directly or via their Letting Agent. Should you not have a copy contact the EM during the times when the EO is open to visitors so a soft copy can be sent to your email address, or alternatively download a copy from the LV website. If you are a Tenant you can also request a copy from your Landlord (the apartment owner/Leaseholder) or their authorised Letting Agent.

If you are unable to read and/or understand the contents of these Estate Rules then please inform the EM who will do whatever can be done to ensure you are fully understand the contents, and where responsibilities lie.

5. Abuse and Victimization

Abuse is any action that violates a person's human or civil rights, and can take many forms and involve many factors. Victimization is the action of singling someone out for cruel or unjust treatment. Abuse can be directed towards one or more individuals through physical, written or verbal abuse, or be in the form of cyber, discriminatory, institutional, racial, sexual or psychological abuse. The safety and security of NRMC's employees and residents within the socially responsible community of LV is of vital importance to maintain high standards of acceptability within a close and diverse social environment.

NRMC finds all forms of abuse and victimization abhorrent, and have adopted a zero-tolerance approach to pro-actively protect everyone associated with LV. The Board will in

particular not tolerate the use of aggressive, threatening, violent or abusive behaviour towards any member of NRMCM staff, the staff of our MA, visiting contractors, LHs and residents at LV, and indeed anyone visiting LV, and will take measures to support those subjected to abuse including providing evidence for those wishing to bring a civil or criminal case against the offender(s). The Police will be informed of any adverse occurrences when deemed necessary, and any CCTV coverage handed over as evidence along with the names of any witnesses.

NRMCM staff have the right, and the support of Directors, to refuse to serve anyone displaying any abusive behaviour whether this is during a visit to the EO or anywhere around LV. This applies whether staff are on or off duty. NRMCM will also not tolerate the use of abusive behaviour by NRMCM staff towards any other individual, and if proven will take disciplinary action in accordance with the NRMCM 'Disciplinary Policy and Procedures' document.

6. NRMCM Directors

NRMCM Members (i.e. Leaseholders) wishing to be considered as NRMCM Board members should contact the Managing Agent who will inform the Board, and provide potential candidates with the Director Code of Practice and the Health, Safety, Security and Environmental Policy that all Directors, NRMCM staff, and third parties sign and adhere to whilst working for NRMCM. It is important to note that Directors act on behalf of each and every LH, and under the Director Code of Practice (DCOP) cannot join the Board for personal gain, favouritism, idealism or recompense, and must be prepared to be involved in all aspects of acting as a Director including taken on their fair share of overseeing the continuous maintenance and improvement projects that occur from time to time. Each Board decision is made democratically by a majority vote amongst Directors, and any Director not adhering to the majority decision, or undertaking a fair share of the workload, will be asked to leave the Board.

7. NRMCM Staff

The Estate Manager (EM) and other permanent staff/contractors are employed directly by the MC (i.e. NRMCM). The primary function of the EM is to ensure LV is managed safely and efficiently at all times, and is assisted by other NRMCM staff to help accomplish this. The EM also assists the Board in seeking the most cost effective and safe contractors to work within the communal areas at LV, and monitors the progress and working practices of all visiting contractors whilst they are on site. Contractors who work for NRMCM are vetted by the EM, and must be adequately insured for the job they are about to undertake, abide by the NRMCM HSE Policy (or that of their Company if this is approved by the EM), and provide written references before they will be approved by the NRMCM EM.

8. Managing Agent

The Managing Agent (MA), appointed by NRMC, is employed primarily to collect the biannual Service Charge (SC) and Reserve Fund (RF) payments on behalf of the MC, and to assist NRMC in managing and maintaining the standards of the communal parts of the Development and the Building as described in the Lease.

Delays in payment by LHs are pursued by the MA under the direction of the MC and terms of the Lease. Late payments have a direct impact on other LHs as maintenance and repairs still have to be undertaken to meet the requirements of the Lease, and hence the Lessor. The process ensures fairness, and penalises late payers.

When major projects are undertaken, whether they are for maintenance, repair, unscheduled inspection, part of the Planned Maintenance System (PMS), or simply a new project to enhance and modernize LV so apartment prices can be sustained and remain competitive, the MA can from time to time be asked to project manage the situation thereby allowing the EM not to become overburdened. In some instances, NRMC may decide to either take on independent project managers, or indeed for Directors to project manage one or more projects 'in-house' that has the benefit of not incurring project management costs.

The MA will also assist the Board in the event of any emergency or unplanned event that results in unscheduled large payments. This is done in compliance with Section 20 of the Landlord and Tenant Act 1985, (as amended by S151 of the Commonhold and Leaseholder Reform Act 2002) known as the 'Section 20 Consultation for Private Landlords, Resident Management Companies and their Agents' should such events ever occur.

It is also the MA's role to assist the MC in ensuring all members abide by the terms of their Lease and the Estate Rules, and follow up any non-compliance to its conclusion by issuing BPNs and when compliance may necessitate legal or police involvement.

The MA is also employed as NRMC's out of office hours emergency contact, and is involved in any emergency response.

9. Enquiries and Contact Details

Any LH can make a day-to-day operational enquiry by visiting the EO during the times it is open, or via email to the EM. If the matter concerns payments of SC, RF, or the payment of refundable deposits then the Leaseholder should contact the MA.

Any Tenant's first point of contact should always be to their Landlord (i.e. apartment owner/Leaseholder), or their appointed and authorised Letting Agent. If a Tenant contacts the EM they will be directed to contact their Landlord or the Letting Agent acting on their behalf. On matters where a Tenant is seeking fobs, keys etc. issued from the Estate Office, a letter of authorisation from the Leaseholder is required before any can be issued. This is simply because it is the Leaseholder's property, and only they can decide what can and cannot be done regarding their Demised Premises (i.e. the apartment and one parking bay).

Any advice or guidance given is based on best industry practice and knowledge of the applicable laws and standards attached to the Development, and neither the MC, NRM staff or MA can be held responsible for the actions taken by individuals based on the advice or guidance received. It is the responsibility of each LH to make their own decisions regarding their Demised Premises, and to ensure the pertinent parts of their Lease is passed along to any Tenant through the Tenancy Agreement they wish to contractually use for engaging a Tenant.

Estate Manager

Estate Office

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M: 07889 217 047 (during working hours only)

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Emergency out of hours: 07834 011 122

The Directors of NRM are not to be contacted directly. Each Director serving on behalf of other Member Leaseholders do so on a voluntary basis and without any remuneration or personal benefit, and are therefore entitled to their privacy and anonymity except at the Annual General Meeting (AGM) where Members (i.e. Leaseholders only) can meet those Directors who wish to attend. Enquiries shall always be routed as described above.

10. Leaseholder and Tenant Responsibilities

Each Leaseholder (LH) is responsible to ensure they fully abide by the terms of their Lease and these Estate Rules that form part of the Lease, including when a Tenant resides in their apartment through a Tenancy Agreement either directly or via a Letting Agent. It should be remembered that the Demised Premises each LH has purchased consists of the apartment and one (1) appointed parking bay for one (1) private motor vehicle (car or motorcycle). These can be seen marked on a plan attached to each Lease Agreement (usually outlined in red). It does not include any of the interior or exterior communal areas not marked as the Demised Property in the Leases, or anything in the communal areas. However, some areas have shared responsibilities, such as the balconies and terraces, mail boxes etc. where NRM

are required to undertake maintenance, but where LHs are required to ensure these are kept clean and in good order.

Whilst the responsibility for each Demised Premises (apartment) always rests with the owner (i.e. the LH or Lessee) through their contract (Lease Agreement) with the Freeholder (landowner or Lessor), many apartments at LV are rented out either directly, or via a Letting Agent appointed by the LH to look after their interests for a fee, whereby the Tenant(s) are responsible to the LH (i.e. their Landlord) for maintaining the high standard of the LH's property and abiding by many of the clauses within the Lease. These relevant terms are required to be expressed in any Tenancy Agreement (e.g. fixed, short, residential or assured tenancy agreement), and/or passed to the Tenant(s) by attaching a redacted copy of the Lease to any Tenancy Agreement. Unfortunately, it has come to NRMCM's attention that some or all of the relevant terms in the Lease haven't been passed on to Tenant(s), resulting in additional work for the Estate Manager who constantly highlights lease breaches firstly to the residents, and then where applicable to the LH who owns the Demised Premises. The number of lease breaches increases whenever there is an upsurge in the turnaround of a Tenants at LV, and takes up much of the Estate Manager's time away from their primary function of safely maintaining LV on behalf of LHs. As a means of ensuring relevant terms from the Lease are made known to both new owners and Tenant this revision of the Estate Rules has been expanded to include many items from the Lease that had previously been assumed to have been passed to a Tenant as part of the tenancy agreement they have entered into with their Landlord.

To help curb this unnecessary work load imposed on NRMCM staff, and better serve the LHs who own Demised Premises at LV, a new Estate Office was designed and constructed in the corner between the entrances of Blocks C2 and D1 with the intention of encouraging newly arrived residents, whether new LHs or Tenant, to meet with the Estate Manager who could then get their contact details (for more efficient dissemination of information to everyone) and provide information to help them settle in and avoid receiving Lease Breach Notices. The Board believe being proactive should help to considerably reduce the number of breaches, and assist NRMCM staff to better manage and maintain LV for the benefit of everyone. In this respect we respectfully ask all LHs to direct any new owner or Tenant (s) to visit the Estate Office shortly after they arrive so the process can begin. This does not negate the responsibility of the LH under the terms of the Lease to inform the MC in writing within one month of the property changing ownership or a new Tenant taking up residency at LV (Eighth Schedule Part A clause 26).

If you unaware of where the Estate Office is located refer to Appendix 1, where you will also see where each Block is located.

If renting out your property via a Letting Agent kindly ensure they are also aware of what is readily available to a new Tenant arriving at LV, and that the latest copy of the Estate Rules is available on the LV website (www.lusciniaview.com) so a potential Tenant knows before they rent what is expected of them whilst living within the residential community at LV.

11. Using and Letting a Demised Premises

The Demise Premises can only be used according to the terms of the Lease, which terms must be passed over to any Tenant whenever the LH rents out the Demised Premises, or indeed any visitor staying a short or longer time at LV. In this respect:

- a) The apartment must only be used as a private residence for occupation of a single family, and in particular not to carry on or permit or suffer to be carried on in or from the Demised Premises any trade business or profession (Eighth Schedule Part B - clause 1).
- b) Not to use or permit or suffer the Demise Premises for any illegal, immoral or improper use, nor permit any act that can be construed as a nuisance, damaging, annoyance or inconvenience to the Lessor (i.e. Freeholder) or to the lessees (i.e. LHs) or occupiers of the Properties including neighbouring Properties. Any costs associated with remedial action in rectifying the above shall be borne by the LH (Eighth Schedule Part B clause 7).

A LH does not require permission to let their apartment, but you must do so in accordance with the terms of your Lease. A breach of any Covenant of the Lease, or the Estate Rules, by the Tenant will be deemed as a breach by the LH who is contractually/legally obligated to the FH having signed the Lease (Eighth Schedule Part A clause 24.1).

It is the LH's legal responsibility to ensure that a Tenant complies with the Lease and Estate Rules and do not do anything, or omit to do anything, which might adversely affect the safety and security of the building and its occupants. It is also the LH's responsibility to bring to the attention of NRMC and their MA any defects that they feel might compromise safety and security, including those raised by their Tenant. In addition, the following also apply:

- c) A LH may only let (i.e. sub-lease/underlet) their Demise Premises for a term less than 3 years on an Assured Shorthold Tenancy Agreement, or other similar agreement, that shall not confer any security of tenure upon the Tenant. This is in line with current UK law where a twelve (12) month assured shorthand tenancy agreement can only be extended for a maximum of 3 years, after which a new longer-term contract is needed. This is something most Letting Agents do not get involved with as they cannot apply their charges in the same way. Presently the UK Government are looking to introduce a three (3) year tenancy agreement where the landlord loses the power to increase rental rates annually. It is the responsibility of LHs to keep abreast of current letting legislation.
- d) A Tenant shall not sublet the apartment to any third party without the prior written agreement of the LH and NRMC. This is particularly important when the intention is to use the Demise Premises for immoral or improper purposes for monetary gain (e.g. brothels, hotel rooms, drugs, parking spaces for non-residents, etc.).
- e) The LH, or their agent, should append a copy of the Lease for the Demised Premised and its terms (preferably redacted) to your Tenancy Agreement so that the Tenant fully complies with the covenants contained within, and/or ensure the chosen tenancy agreement contains all of the relevant clauses contained in the Lease that is

pertinent to them residing at Luscinia View, including those contained within the latest version of the Estate Rules.

- f) The current LH must give written notice in duplicate to the MC and MA within one (1) month of the date of letting your Demised Premises including a copy of the Tenancy Agreement and details of the Tenant and any Letting Agent if used. Similarly, the LH must give written notice within 1 month when there is a change of ownership of the Demised Premises. Note there is currently an administration fee payable to the MA for this requirement. (Eighth Schedule Part A clause 26).
- g) The existing LH must give a hard copy and/or soft of these Estate Rules, including any updated or amended Estate Rules, to the new LH or your Tenant, as soon as practically possible after they move in.

12. Access to Other Areas

It should be noted that under certain circumstances the Management Company can enter any Demised Property, or any part thereof, in the name of the Lessor (Freeholder) in respect of any antecedent breach or non-observance by the Lessee (i.e. LH or their Tenant) of the covenants and conditions therein contained. Except under emergency situations, the MC (i.e. NRMC or their appointed agent) will notify the Lessee in writing at least forty-eight (48) hours beforehand. This is also valid, but not limited to, whenever NRMC have to check on door closers and other items as required under the latest Fire Regulations, and whenever structural and condition checks have to be made on any of the balconies and terraces etc. around the development that form part of the exterior of the building.

Likewise, under the terms of the Lease, the LH has the right to have access to other parts of the Development, not being part of their Demised Premises, as long as they provide a written request, including a valid and legitimate reason for wanting access to that Communal Area, to NRMC via their MA at least seventy-two (72) hours before access is required. This access will only be approved by the Board if the LH can show it is needed in order to gain access to a part of their Demised Premises that cannot be otherwise accessed via their property. This does not include situations when a LH needs access in an emergency, whereby the EM should be contacted during working hours, or the MA contacted at any other time (see the MA emergency contact details on the Notice Board located in the lobby of each Block).

The Lease prohibits the use of the loft spaces within any Building to store any items whatsoever (Eighth Schedule Part B clause 12). This not only prevents overloading of the floor and wooden roof structures in those areas, but maintains a clear passage to enable periodic inspection of the roof, roof supports, and the integrity of the roof spaces by NRMC staff or external contractors without risk of injury from items stored in these spaces. The access to these spaces is via hatches in the ceilings on the top floors, or through doors fitted to the terraces of the south facing penthouse and duplex apartments. These hatches and doors must be kept shut at all times when not in use during an inspection to prevent the spread of fire and/or smoke during such an emergency, and in the case of the doors on the terraces to keep the roof spaces dry to prevent deterioration of the inside structures.

13. Health, Safety, Security and Environmental Policy

NRMC, and its associated MA, recognise their responsibility to provide and maintain LV as a healthy, safe, secure and environmentally friendly working and living environment. Both parties recognise their statutory duty to provide information, instruction, supervision and training to enable employees to perform their work safely and efficiently and to make available necessary safety and protective equipment to provide adequate protection. Maintaining LV as an environmentally friendly working environment is considered a vital part of our objectives, and seek the support of LHs and residents by committing to the same standards themselves including whenever visiting contractors are on site. A copy of the latest HSSE Policy is available on the LV website (www.lusciniview.com), parts of which are repeated and expanded on below to keep everyone informed of the policies adopted by NRMC.

Instead of reacting to any potentially harmful situation post event, NRMC encourages the policy of intervention whereby any potential danger is brought to the attention of those involved before it reaches a stage where someone can be harmed or detrimental damage occurs. Taking such a proactive measure prevents the occurrence of accidents and incidents that has been proved over many years to save lives or serious life-changing injuries. NRMC urges others to intervene if they see something they feel could be unsafe, but only if you feel comfortable in doing so.

a) Health and Safety

The 'Health and Safety at Work etc. Act 1974' is an Act of the Parliament of the United Kingdom (UK) that as of 2011 defines the fundamental structure and authority for the encouragement, regulation and enforcement of workplace health, safety and welfare within the UK. NRMC Directors and Staff are committed to abide by the terms of this Statute, and take measures to ensure its staff, and any third-party contractors working at LV, whether for the MC, MA or any LH, comply with our policies or can produce and work under comparable policies to ensure the health and safety of its employees and the general public passing by their work site.

NRMC take measures to restrict access to harmful substances and equipment used to clean and maintain LV, and cordon off any potentially hazardous areas particularly when work is underway. The health of NRMC employees and others is a priority, which is why guidance is always available and why the one of the EM's responsibilities is to ensure NRMC policies are always complied with.

Upholding the health of others also encompasses potential damage to an individual's mental health particularly through stress and anxiety. For those working for NRMC this is often attributable to having to deal with repeated breaches and uncompromising LHs and residents who do not abide by the contents of the Lease and Estate Rules, which is one of the reasons NRMC take a strong stance on such matters. NRMC has a duty of care to all who work directly or indirectly towards the running and maintenance of LV, and have therefore an obligation to take their interests into consideration at all times.

Following the Grenfell disaster all Blocks at LV have been inspected by the Royal Berkshire Fire and Rescue Service (RBFRS) and Reading Borough Council (RBC) after which they provided NRMC and our MA with a list of findings that must always be complied with along with other requirements under the UK Fire Regulations (The Regulatory Reform (Fire Safety) Order 2005). All Blocks at LV comply with these regulations as long as residents also abide by these regulations that is enforceable under the Lease by bringing it to everyone's attention via these Estate Rules. Such is the important of fire safety more information is provided later in this document. In this respect periodic inspections will be made of Demised Premises by NRMC or their agent(s) to ensure compliance with current Fire Regulations and with LV being accredited with the 'stay-put policy'. Any random inspection by RBFRS and/or RBC that uncovers non-compliance with the Fire Regulations could lead to having to install additional equipment (e.g. sprinkler systems throughout all blocks, fire extinguishers in Communal Areas, etc.) and/or incurring heavy fines, both of which will be for LHs to pay singly or collectively as circumstances dictate.

During recent inspections NRMC have become aware that smoke alarm detectors in Demised Premises are inactive either because of no power (e.g. flat battery) or they are out of date. Under 'The Smoke and Carbon Monoxide Alarm (England) Regulations 2015' private sector landlords (i.e. LHs who rent out their apartments to Tenants) are legally bound to have at least one working smoke alarm installed on every storey of their properties and a carbon monoxide alarm in any room containing a solid fuel burning appliance (e.g. a coal fire, wood burning stove). Note heat detectors are not a replacement for smoke alarms.

Under these requirements it is obvious only smoke alarms are required at LV, but it is a requirement the landlord must make sure the alarms are in working order at the start of each new tenancy. These requirements will be enforced by local authorities who can impose a fine up to £5,000 where a landlord fails to comply with a remedial notice. Thereafter it becomes the Tenant's responsibility for their own safety to test all alarms regularly to make sure they are in working order. This legislation does not include other fire safety requirements under other legislation that may be applicable to ensure the safety of a Tenant as well as owner/occupiers living at LV. Should any inspection discover a smoke alarm that is either not working or out of date it will be brought to the attention of the LH in the form of a severe breach, which will hopefully prevent a possible heavy fine should this be discovered by the authorities.

If the LH cannot provide evidence a new smoke alarm was provided and installed at the start of tenancy, or provides evidence the Tenant was informed in writing that a smoke detector must be fitted and maintained for their own safety, local authorities will issue a Remedial Notice detailing the suspected breach and required action. Non-compliance with the Remedial Notice within 28 days will attract the fine up to £5,000.

NRMC are responsible for the maintenance and testing of all communal smoke detection systems. Like all systems spurious error signals can occasionally occur, and if you should see any sector flashing on the display panels located on the ground floor of the tall Blocks please advise the EM who will then investigate and call in the specialist to bring the detection system back to full operability.

NRMC support this legal requirement in order to safeguard each Tenant living at LV, but extend this to also include the smoke alarms installed throughout all apartments occupied by LHs or Tenants, which includes the comprehensive electronic detection systems installed in the penthouses and duplex apartments in order to safeguard each and every resident living at LV.

The safety of children (i.e. any person under 18 years of age) anywhere within the boundaries of the Development of LV (i.e. the grounds of LV consisting of any main entrance, driveway, pathway, garden areas whether lawn, gravel or planted areas) is very important to NRMC. There are many blind corners where children can run in front of a car (e.g. from behind a wall, exiting a main doorway, or running through an undercroft car park), suddenly appear from behind a parked car, or generally running around the ground and participating in activities such as diving through hedges, riding bikes and scooters particularly at speed, and playing ball games where they chase after the ball without any notion of traffic or dangers around them. For this reason, NRMC require that any child must be accompanied and remain in full view of a responsible adult (defined as 18 years of age and over) whenever a child is outside any of the apartment blocks or a vehicle.

NRMC Directors and staff, and our Managing agent, cannot be held responsible for any injury or loss of life sustained by a child whilst moving around the grounds of LV unaccompanied by a responsible adult. The parent(s) of a child hold full responsibility for their care and wellbeing, even if this is delegated to another responsible adult to care for their child whilst moving around the grounds of LV.

NRMC highly recommend parents use the facilities of Kings Meadow, including the playground that was built by Reading Borough Council at the same time as LV, for exercising their child(ren), or the many other parks and play grounds within easy reach of LV. Access to Kings Meadow can be made using the private gate that is kept locked for security reasons.

To minimize potential risk of injury to anyone, especially children who can still get away from their parent(s) whilst in and around LV, all drivers are asked to restrict the speed of their vehicle to 5 MPH or less once inside the main gates and be fully aware that a child may still run out in front of them.

The windows installed at LV have a mechanism to prevent them being opened beyond an angle of 15°, creating a maximum gap of 10 cm. To allow a window to be opened so the outside glass can be cleaned from inside the apartment the mechanism can be overridden by pressing down on the catch marked "Press", and pushing the window to the maximum opening angle of around 55° creating an opening of 35 cm on one side of the window and an opening of 11 cm on the other side. A tragedy occurred recently where a child opened a window and fell out landing on hard ground from a great height. LHs and residents are therefore reminded to ensure the mechanism on all windows in their apartment are functioning correctly. Malfunction is usually caused by the build-up of dirt in the slide and around the "press" catch mechanism. This can be easily cleaned using an old toothbrush, and then oiled to ensure the mechanism fully engages when closing a window from the wide-open position. Whilst NRMC responsibly check the mechanisms are working correctly

on all communal windows, it is the responsibility of each LH to ensure the window opening mechanisms function correctly in their Demised Premises, and pass this responsibility to their Tenant(s) whenever they rent out their property.

NRMC Directors and staff, and our Managing agent, cannot be held responsible for any injury or loss of life sustained by a child caused by the lack of maintenance or malfunction of a window catch in any Demised Premises. The parent(s) of a child hold full responsibility for their care and wellbeing, even if this is delegated to another responsible adult to care for their child whilst within the Demised Premises. Parents who rent a Demised Premises are responsible for ensuring all window catches operate correctly when they first move in, and thereafter throughout their stay in the Demised Premises. Any malfunction of a window catch should be brought to the attention of the LH, or their agent, as soon as possible after discovery, and for those with children we would suggest that any window with a malfunctioning catch is locked until the catch mechanism is repaired so the window can again be opened safely.

Similarly, NRMC Directors and staff, and our Managing agent, cannot be held responsible for any injury or loss of life sustained by an adult whilst moving around the grounds of LV unless negligence can be legally proven.

Should anyone need to contact the emergency services following an accident the numbers for these can be found on the notice boards within the lobby of each block, and in the section 'Enquiries and Contact Details' above.

b) Security

The security of everyone who lives at LV, including all the buildings and grounds, is of paramount importance to us all. Progress has been made over the years since the development was built in reducing crime and anti-social behaviour, including reductions in cars being maliciously damaged, bikes stolen, drunks using the undercrofts as drinking dens, and lifts and other property being damaged. Third parties not living at LV caused the majority of these problems, and therefore the path to improvement has been a long one.

To assist keeping the apartment Blocks and grounds as safe and secure as possible, substantial investment has been made in 4k High Definition (HD) Close Circuit Television (CCTV), which continuously monitors and records the Communal Areas of the Development. LHs, residents and visitors should be aware that certain CCTV cameras also record audio. These are in communal locations where verbal abuse could take place whether accompanied by physical abuse or not. NRMC does not tolerate any form of abuse at LV against any individual or group, and especially against its staff or anyone working on behalf of NRMC. The Estate Office is one such location where the CCTV incorporates audio recording so any verbal communication with the EM can be retrieved and independently analysed in defence of everyone involved in the conversation. For prosecutions to be brought against any offender the audio evidence is just as important as the video evidence, and is further proof of how NRMC wish to safeguard everyone living at, or associated with, LV.

CCTV is also being used to identify any individual(s) responsible for any damage, breach of Lease, or inappropriate or antisocial behaviour around the Development. When identified the apartment LH will be notified by LBN and charged at the rate payable to make good any damage as determined by the MA under the guidance of the MC, including any administration costs under the BPN. It will then be up to the LH to claim back damages from their Tenant if applicable. Police will be notified of any criminal incident, and CCTV evidence will be provided to them upon request.

Since the Development was built, improvement has in many ways been helped by the installation of fully recordable CCTV whereby evidence could be viewed to secure remedial action and costs from third party offenders, and provide the police with tangible evidence to secure convictions. To ensure we never go back to these unhappy days it is important for all residents to be security conscious at all times, and to report any suspicious and/or anti-social behaviour to the police, the EM, and our MA ensuring you also provide dates, times and location along with any other observational evidence to facilitate the collecting of evidence including CCTV evidence.

Each apartment is fitted with an audio and visual security system by the front door. This allows the occupier to see and talk to the person who has pressed the buzzer to that apartment enabling them to decide whether it is safe or not to allow them entry into the Building. Moreover, each block has a specific set of security rated keys that will open the main entrance lobby doors to your Block, and the lower lock of your apartment door. These are high security rated (and costly) keys that are cut against a licence, and should not be able to be reproduced by any high street key copying company. When this is done it invariably results in that key damaging the door locks, which means replacing the main door locks and possibly the locks of all apartments in that Block in order to restore security for all who live there, at great cost to the LHs.

The upper lock on the apartment door belongs to the LH, and can be changed by the LH at any time. NRMC recommend this is changed each time a resident leaves LV, as it improves the security of the apartment especially on the many occasions when a Letting Agent fails to collect all the keys held by the departing Tenant.

It should be remembered the door furniture of each apartment is in a Communal Area, and therefore 'owned' by NRMC. To retain the high aesthetic appearance expected in a luxury apartment development, LHs should replace lock barrels in chrome and not brass, and not remove any other part of the door furniture. LHs will be asked to replace locks in the correct material whenever the wrong kind is fitted. This also applies to any other door furniture that a LH, or their Tenant, has replaced, added, or removed. If in doubt got to the EO where the EM will advise you accordingly.

With improving and maintaining security at all times in mind:

- a) Do not allow anyone to follow you into the main entrance without being satisfied they live in that block. Simply ask them to produce their main door security key as evidence, and check it fits. Residents should not mind being asked, as it is for their security also.

- b) After entering your block make sure the door is securely closed behind you. If there is a problem in the door shutting properly then please inform the EM so remedial action can be taken as soon as practically possible.
- c) If you use the Kings Meadow Gate, or any of the garden gates, make sure they are securely locked behind you when you have passed through.
- d) If you are expecting someone, including deliveries, ask them to identify themselves and be sure you are expecting a delivery. If you are in any way unsure, do not let them in as this is a breach of security for which you will be held responsible. If you are not convinced of a person's identity go down to the main entrance door and speak to them to ascertain who they are and if they have a right of entry.
- e) When someone reaches your apartment front door and/or rings the bell or knocks, look through the security peephole in your door to ensure it is the person you are expecting (i.e. the person you saw at the main door to the block using the security system). If you are unsure play safe and do not open the door, and do not allow them entry. If you feel threatened in any way then call the police.
- f) There are some visitors to LV who press many apartment buzzers until someone lets them in without identifying that person. This is a common problem, and a breach of security that not only allows uninvited people into the building, including children who do not live here (and who have caused substantial damage in the past), but could very easily allow criminals into areas where they could cause harm to the building and/or person(s). Therefore, for the safety of yourself and everyone at LV, do not allow anyone in that you cannot verify as someone you are expecting and have vetted via your security system or at the main lobby door first. Should this habit persist the Board may resort to disconnecting the ability to unlock the main lobby doors from the apartments, and you will then need to go and meet your visitor at the main lobby door.
- g) It is part of these Estate Rules that nothing is to be left in any communal areas. If you see something lying around in a communal area that cannot be quickly claimed (e.g. shopping) notify the EM or MA. We live in uncertain times, so must always be vigilant to parcels and packages left lying around. Do not let delivery companies leave any parcel outside your apartment or in the entrance lobby, otherwise it will be removed to a safe place away from the buildings until deemed safe. If any parcel looks terribly suspicious the police and/or army may have to get involved.
- h) With this in mind, parcels or letters cannot be left at the Estate Office for your later collection. Furthermore, NRMC staff are not insured to receive parcels or letters, nor is it in their job description. The responsibility for ensuring a parcel or letter, especially if it contains something important or valuable, reaches the addressee lies solely with Royal Mail or the delivery company, and cannot be passed unfairly to a third party such as NRMC staff to deliver on their behalf.
- i) Do not leave valuables in your car, or any possessions that might be deemed saleable to a person fallen on hard times and/or with an addiction. Residents have been diligent on this in the past, which has helped to eradicate car break-ins for the time being.

- j) Even though the Bike Sheds are secure, it is advisable to also lock your bike(s) with a substantial bike lock. If the bike has a battery you are recommended to remove it. Removing other essential parts of the bike (e.g. seat, pedals) often works as a deterrent.
- k) Should you have a visitor arriving on a bicycle there are securing points around the Development with a sign stating 'Visitor Bicycles Only – Secure at your own risk'. They should secure their bicycle to the posts using substantial locks, but assure them the Development has CCTV coverage whereby we can provide good evidence to the police should their bicycle be stolen or tampered with. These outside securing points are for visitors only, and NRMC expect LHs and residents to use the Bike Sheds in order to minimize any temptation to criminals who see stealing bicycles as a quick cash generator.
- l) Do not make copies of any security keys without the prior permission of the LH, and the EM. If you lose a fob or key these are replaceable by the EM against a fully refundable deposit to encourage the return and control of all fobs and keys that in turn helps to keep LV safe and secure. If you are a Tenant then ensure you return all of the Landlord's fobs and keys at the end of the tenancy otherwise the Landlord will be quite within their rights to charge you for all the refundable deposits needed to obtain replacement fobs and keys for the next Tenant. Be advised that unauthorized copies of keys have proved not to work because an incorrect and incompatible key template was used. Only authorised security key templates, purchased through the license holder, will work correctly.
- m) Should anyone lose a security key or fobs, that ultimately belong to NRMC, the loss should be immediately reported to the EM so a view can be taken how best to maintain security.
- n) When you leave your property, either after a sale or at the end of your tenancy, ensure all keys are collected and passed to the Sales Agent or Letting Agent (as part of the closing inventory) so they can in turn be passed on to the next occupant. This reduces the number of keys in circulation, and therefore enhances security for everyone. The outgoing owner or Tenant will be responsible for replacing any missing keys at their cost, and LHs must pursue these replacements before the onus of replacement falls on them.

In the past some residents have managed to obtain security codes for the main gates and the main lobby doors into one or more of the Blocks. This is a clear breach of security, especially when these have been further circulated to others who do not, or never have, resided at LV. This has been rectified, so these codes are now only made available to those who need access from time to time (e.g. the postman, refuse collection services, NRMC Directors and staff, MA, etc.) in order to support and run LV. Any individual divulging a security access code will have the privilege removed and the circumstances reported to their superiors. Should this be an NRMC employee disciplinary action will also follow.

Everyone should be aware that security keys that have been copied by high street vendors tend to break the locks they have been cut for. This is because high street vendors do not

have a licence to cut the keys, and therefore cannot obtain the correct key blanks that are compatible with these locks. A broken lock not only inconveniences others who live in that same Block, but breaches security and incurs unnecessary added expense to the LHs covering the call out charges for the locksmith and the cost of replacement barrels etc. If this continues then NRMC may have to resort to replacing all security locks and keys that will mean added cost to LHs and the added inconvenience of everyone having to carry an extra key to get into the main front lobby doors. What is important is the safety and security of everyone who lives at LV, so NRMC are obliged to take whatever measures are required to maintain this necessary level of security.

NRMC cannot be held responsible for any damage or theft of property within LV, so it is up to each individual to make a conscious effort to safeguard yourself, your family, your property, and your possessions as best you can.

c) Environment

As part of keeping costs down and helping to conserve energy and preserve the environment both around LV and wider afield, measures are continuously being reviewed and taken to help reduce the carbon footprint at LV. This has included converting communal lights to LED, installing sensors to shut off lights when not being used and/or during daylight, changing to individual water meters, encouraging recycling, discourage junk mail and keeping all working parts of LV such as the main doors well maintained to prevent unscheduled maintenance and repair and early replacement.

To assist in our drive to keep our carbon footprint as low as reasonably possible, we ask all LHs and residents to work with us and help in maintaining LV as an environmentally friendly place to live. In this respect, and to help achieve this, the following applies:

- a) General Waste and Recycle Waste bins are located at ground level in the Bin Stores. General Waste and Recycle Waste refers to daily household waste, and **not** bulky items such as old furniture, mattresses, white goods, TVs, etc. Recycle Waste is any item listed on the latest list of recyclable items, and General Waste consists of all other types of household waste.
- b) RBC, or their sub-contractor, will refuse to empty any general waste bin that has been contaminated with recyclable items. Likewise, RBC, or their sub-contractor, will refuse to empty any recycle waste bin that has been contaminated with general waste items. They will also not take overfull bins, or any bin where the floor area of the Bin Store has waste that will have to be removed before the bins can be removed from the store for emptying. If you want to live in a clean and healthy environment that doesn't attract vermin NRMC seeks everyone's commitment in ensuring waste is disposed of correctly.
- c) LHs and residents must arrange for any bulky item to be collected by RBC, or arrange for it to be taken to the RBC's approved RE3 Smallmead Waste Recycling Centre on the A33 by a registered and licenced rubbish collection agent (to avoid rogue fly-tipping), all at your own expense. When bulky items or found the EM will use CCTV

to ascertain who placed the item(s) in the store so they can be returned to that individual for correct disposal at their expense. Always ask to see the licence of those removing the bulky items for disposal, as the clean-up for any illegal fly-tipping is likely to come back to you.

- d) If taking bulky items to RE3 Smallmead yourself, you will need to be registered as living in Reading. This service is free to Reading residents. Make sure you have proof of your ID and residency at LV (e.g. driving licence) as you will be asked to show this at the entry gate of RE3 otherwise you will be refused entry.
- e) It is the responsibility of each resident and LH to legitimately dispose of their waste.
- f) Recycle Waste bins are located at ground level in the Bin Stores. These bins are distinctively green, and have a recycle logo on them. A notice from RBC/RE3 explaining what can and cannot be recycled is displayed inside the Bin Stores, but be aware the list of recyclable items changes from time to time at which point the notices will be changed inside the stores.
- g) No plastic bin liners or plastic bags of any kind are to be placed in the recycling bins, as RBC, or their sub-contractor, will not accept material for recycling in this way.
- h) Should the recycle bin in your nearest store be full then use the recycle bin in another Bin Store. Do not place recycle material on the floor, or inside the general waste bins in any store, as RBC, or their sub-contractor, refuse to empty these bins which adds additional expense to NRM (and hence all LHs). If all recycle bins at LV are full then there is additional recycling capacity for some items at the east end of the Tesco Extra store car park if needed. This includes facilities for recycling clothes and shoes that are sent to various charities to provide aid to many of the disadvantaged.
- i) All waste must be placed inside the bins within the Bin Store (i.e. **not** on the floor or in Communal Areas inside or outside the building), and must be wrapped up to stop it smelling, leaking and attracting vermin. Waste food in particular must always be properly wrapped up before being deposited in any General Waste bin. RBC, or their sub-contractor will refuse to remove waste not in the bins, and have refused to empty the bins in a store where waste has been left lying around the Bin Store floor, propped up against the walls etc.
- j) No general waste or rubbish shall be stored on balconies, patios or terraces where it can smell, be spilt if blown over, and attract flies to the detriment of you and your neighbour's health.
- k) General waste and recyclable items that are taken between any apartment and a bin store should be carried and be in a clean state. Placing dirty, wet and/or stained bags or items on the carpets and floors throughout the Communal Areas including in the lifts, or indeed on any of the Accessways, not only causes stains and produces horrible smells but introduces an unnecessary health hazard to those who have to transit the same routes especially children who may inadvertently touch the polluted floors areas.
- l) Further information on waste disposal can be found using the following links:
<http://www.reading.gov.uk/rubbish>
<http://www.fccenvironment.co.uk/assets/files/Revised%20WAP%20v6.pdf>

14. Parking

The following relates to the areas within the Development inside the automated main entrance gates covering parking areas, driveways and pathways (Accessways), which is managed, monitored, and patrolled by NRMC and/or an independent Parking Management Company (PMC), and to the specially agreed concessionary parking within the Tesco Extra car park. This does not refer to any parking spaces on the road of Luscinia View, which is Reading Borough Council (RBC) patrolled and controlled.

The layout of the Accessways within the LV Development was governed from the outset by RBC, whereby planning permission was granted for the layout as it is today to allow access for emergency vehicles at all times along with one Parking Space (PS) per Demised Premises. Improper parking, whilst often an inconvenience to others residing at LV, could lead to jeopardising lives in the event of any major incident at LV, and therefore cannot be tolerated.

Resident parking at LV is an asset compared to the restriction on parking spaces imposed by RBC for later developments that have been built, currently under construction or in the planning stage with RBC. By complying with the requirements concerning proper parking at LV LHs and residents will help ensure everyone can enjoy this asset whilst also complying with RBC's requirements to provide clear access for emergency vehicles at all times.

The Lease 'allows for one (1) private motor vehicle per parking space (i.e. the area within the white markings that define the perimeter of each parking space) not exceeding three (3) tonne each in gross laden weight, or a motorcycle, and for the parking space not to be used for storage' (Eighth Schedule Part B clauses 2). This means the registered keeper of the vehicle, as recorded with the Driver and Vehicle Licensing Agency (DVLA), must live at LV, and therefore excludes any commercial vehicles parking within a PS, or indeed anywhere within the Development. This is no different to the parking space requirements within the boundaries of the neighbouring affordable housing development that have to comply with the requirements of the same Freeholder.

It is quite clear from the Lease that two or more vehicles are prohibited from using one PS. There is allowance within the Lease for the Board to approve parking of two vehicles for those who own a motorcycle and wish to park it in the same PS as a private motor vehicle (car) upon a request in writing to the Board. The Board will not usually refuse such a request as long as it can be shown both will clearly fit within the PS as defined by white lines and/or walls as in the undercrofts. At the same time, it will be explained that any damage to the tarmac or paving blocks resulting from the small contact area of the foot stand of the motorcycle shall either be mitigated (i.e. by placing a metal plate underneath to spread the weight of the motorcycle) and/or bear the cost of repairs to make good any damage resulting from parking the motorcycle on the tarmac in an undercroft or any paving block.

It should be noted any trailer, caravan, boat or similar chattel cannot be brought and parked on any part of the Development (Eighth Schedule Part B clauses 3), and it is against the terms of the Lease to carry out, or allow to be carried out, any vehicle maintenance, obstruction or refuelling of vehicles on any part of the Development (Eighth Schedule Part B clauses 4). Vehicle maintenance invariably includes the depositing of oil and/or grease that soaks into

the tarmac or paving blocks around the area where the maintenance is being carried out. This not only causes environmental pollution, but is unpleasant for others to look at. This is a breach of the lease, and offenders will be issued a BPN and charged for all clean-up costs needed to bring the area back to its original state.

All vehicles parked within the gates and boundaries of LV must be road taxed, insured and well maintained to prevent vehicle fires. In this respect each vehicle shall display its registration number so the EM can go online and confirm it is taxed and insured. The owner of any uninsured vehicle will be instructed to remove it from LV for the safety of other residents. Abandoned vehicles where the owner cannot be traced will be removed and impounded, with incurred expenses sent to the LH who owns the PS as part of their Demised Property (Eighth Schedule Part B clause 5).

It should be noted that the majority of PS numbers differ to apartment numbers. This was a retrospective security measure during construction to make it is more difficult for others to ascertain who might be away from their apartment for a period of time, and therefore helps to deter burglars. The PS number is clearly stated and marked on each Lease, which must be shared with any Tenant upon taking up residency at LV. These numbers cannot be changed, or swapped, without going through a lengthy and expensive legal transfer procedure that will require amendments to the Lease documents involved and all drawings relating to the PS layout at LV. Any swap will thereafter be legally binding. Anyone wishing to swap parking spaces must first seek permission in writing from the Board who will seek certain confirmatory documents and provide the approximate administration costs from NRMCM and their MA. All other legal and administration costs will be for the LHs involved.

Whilst having larger dimensions than many parking spaces around Reading, the parking spaces at LV are relatively small for some of the larger size of vehicles. We ask all residents who park at LV, and any of their visitors (including contractors engaged by LHs) to be considerate to others who park in neighbouring bays. The undercroft parking spaces in particular can be challenging, and therefore additional diligence and consideration is required when parking in these spaces.

Under the Lease any LH must not obstruct, or permit to be obstructed (e.g. their Tenant or contractor) at any time any of the Communal Areas that includes all Accessways (Eighth Schedule Part B clause 6). Any vehicle found improperly parked, which includes any part of the vehicle being outside the white markings of the PS, will attract an LBN.

Any damage, or inconvenience, incurred by any vehicle parked at LV, the owner must bring the matter to the attention of the registered owner of the other vehicle to seek resolution, which often only needs the matter bringing to the attention of the other party. Should sufficient damage have occurred that could involve recompense by an individual's insurance cover, then whilst the matter is between the parties involved evidence may be available through CCTV coverage.

Should damage occur to any material fabric of a building, or the PS area (e.g. collision with the walls of the building, deformation of tarmac or block paving, staining other than weather staining, etc.) NRMCM will seek recompense from the LH for repair and/or replacement.

Damage incurred by vehicles in other areas of the Development (e.g. collision with any wall or post, staining along driveways other than weather staining, etc.) will be sought from the vehicle's registered keeper. CCTV will be used when collecting evidence during such investigations. This process means individual's will be penalised by bearing the cost instead of LHs (through the service charge) who had no part in causing the damage.

Whilst the majority of LHs and residents abide by the terms of the Lease and park correctly and in a way that doesn't inconvenience others, NRMCM request that everyone entering through the main gates at LV park correctly and with due regard and courtesy to others.

a) Resident Parking within LV

- a) Vehicles shall only be parked within the white lines marking the extent of each PS of a Demised Premises. Those not parked fully inside a marked PS will be deemed improperly parked and obstructing Accessways. This includes any area away from the marked PS within the Development. (Eighth Schedule Part B clause 13)
- b) Under your Lease each apartment is allocated a numbered PS for **one** (1) private motor vehicle (car or motorbike) only. If you are unsure which is your allocated PS, please contact the EM (Eighth Schedule Part B clause 2).
- c) Each vehicle parked within a designated resident's PS at Luscinia View shall clearly display an authorised Resident Parking Permit (RPP) on the windscreen of the vehicle, which are obtainable through the EM. Any Tenant renting an apartment at LV must seek written permission from their LH before an RPP can be issued. Any vehicle not clearly displaying an RPP that coincides with the actual PS number they are parked in will be deemed improperly parked and subject to a LBN, and if a PMC is employed a Penalty Charge Notice (PCN) in addition.
- d) Each apartment can hold up to three (3) RPP at any one time, which are controlled using unique references that are recorded in a Vehicle Directory held and controlled by NRMCM. If a RPP is damaged or lost you can get another from the EM. There is no cost associated with the RPP scheme.
- e) Each RPP is valid for a maximum period of twelve (12) months. To help reduce the workload on the EM, reduce the chance of being without an RPP, and to keep the renewal process staggered, we recommend RPPs are requested before the twelve-month period is up.
- f) Double-parking of cars in a bay is not permitted, as it would be impossible to get both cars to fit within the white lines of the designated parking bay (unless you have two very small cars/vehicles) and would therefore constitute a breach of the Lease.
- g) Should you have two (2) vehicles that can be wholly parked within the white line boundary of your allocated parking bay (e.g. a car and a motorcycle, or two motorcycles) then permission must be requested in writing from NRMCM who have the authority to deviate from the terms of the Lease under certain circumstances. The additional benefit of this action is NRMCM will record the registration number and type of vehicle that has been granted permission to park in that bay so that it doesn't attract a BPN and/or a PCN. If the second vehicle is a motorcycle there is no

windscreen sheltered from the environment to display the RPP on as there is on a car, so recording motorcycle details with the EM become relevant.

- h) When parking within LV is controlled by an independent Parking Management Company (PMC) any parking disputes, including contesting Penalty Charge Notices (PCN), should only be directed to the nominated PMC. The EM (NRMC), or MA cannot become involved as any parking offense is between the vehicle's registered keeper and the PMC.

b) Visitor Parking within LV

- a) There are only four (4) visitor parking bays around the Development. These are marked with yellow bay markings and a yellow 'V' followed by the number of that visitor bay (i.e. V1, V2, V3 and V4).
- b) These bays are for visitor use only and **not** for resident parking.
- c) Any vehicle parked in a visitor's bay must clearly display the appropriate Visitor Parking Permit (VPP) at all times otherwise it will be deemed improperly parked. Visitor parking permits are available from the EM.
- d) Each Demised Premises can hold up to three (3) VPP at any one time, which are controlled using unique references that are recorded in a Vehicle Directory held and controlled by NRMC. Each VPP is valid for a maximum period of seventy-two (72) hours as long as the VPP number and time of expiry is clearly marked on the permit being used. When the VPP expires that vehicle must not return to LV within forty-eight (48) hours. This is to provide fairness of availability to everyone, and thereby prevents individuals hogging any of the limited number of visitor bays. If a VPP is damaged or lost, or you require additional VPP (up to a maximum total of three (3) per Demised Premises at any one time) you can get another from the EM. There is no cost associated with the VPP scheme.
- e) Only one vehicle must be parked in a visitor parking bay at any time, and must be parked totally within the yellow markings defining the bay's perimeter.
- f) There is limited parking available on the road of Luscinia View for visitors, which is RBC maintained and patrolled.
- g) When parking within LV is controlled by an independent Parking Management Company (PMC) any parking disputes, including contesting Penalty Charge Notices (PCN), should only be directed to the nominated PMC. The EM (NRMC), or MA cannot become involved as any parking offense is between the vehicle's registered keeper and the PMC.

Visitor parking also includes visiting contractors working for either NRMC or a LH, or maybe visiting a Tenant who is moving in or moving out, that wish to park within the Development for 30 minutes or longer during the daytime. Under these circumstances the vehicle driver should obtain a Temporary Parking Permit (TPP) from the EO and issued by the EM who will designate a Parking Space for them to park in. The EM usually retains their licence to ensure the TPP is returned before they depart. If a LH or Tenant is expecting a contract on site they should obtain the TPP from the EM the day before to enable the contractor to park inside

the Development. Any contractor that does not have a TPP should park outside on Luscinia View road, otherwise a breach will have been committed and the LH will receive a LBN.

c) Concessionary Parking within Tesco Extra Car Park

The parking limitation within the Tesco Extra car park is currently 3 hours for any vehicle, although there is an assumption those from the visiting vehicles will be shopping at Tesco Extra. Drivers should review the parking notices displayed around the Tesco car park for full details. NRMC has no influence or control within this parking area, and therefore has no responsibility for any vehicle parked in this car park.

Under a special concessionary arrangement between NRMC and the management of Tesco Extra, additional parking for those who reside at LV is, informally, available within the eastern end of the Tesco Extra parking area. It is important to understand Tesco Extra can withdraw this concessionary arrangement at any time at their sole discretion, and at short notice. Should this occur NRMC have no right of appeal against their decision, and the registered owners of all vehicles parked within the Tesco Extra parking area will have to find alternative parking arrangements that will not include breaching the parking arrangements at LV as described above. In this respect all who use Tesco Extra for parking should be mindful of Tesco's position, and explicitly comply with their strict requirements at all times for the sake of everyone that enjoy the concessionary parking generously afforded by Tesco to LV residents.

Tesco operates an Automatic Number-Plate Recognition System (ANPR), which is why your vehicle needs to be registered with Tesco so you won't receive a PCN from their PMC when your vehicle is parked beyond their publicised parking limit (presently 3 hours). To arrange to park a vehicle in the Tesco Extra car park visit the EO at the times it is open during the working week where the EM will provide the form for you to fill in, and explain the procedure and Tesco's strict criteria that you will need to follow to avoid receiving a PCN from their PMC.

The following list details Tesco's mandatory criteria for parking in their Tesco Car Park, and replicates the same information circulated to all LHs and residents in memos relating to this matter. Tesco's requirements are:

- a) The car's Registered Keeper must be registered with the DVLA at a Luscinia View address.
- b) The car must clearly display a valid Luscinia View Resident Parking Permit (RPP) stating the parking bay of the resident. Should any vehicle be incorrectly parked, or a concern to Tesco, the EM can determine the apartment the car owner lives in by comparing the parking bay number against the data base held by NRMC. This information is not shared with Tesco for security reasons.
- c) Tesco allow a maximum of two cars per apartment to be parked within their car park, which can be determined by looking at the RPP displayed in the cars parked at Tesco.

- d) Cars must be parked in the eastern most car parking area, where the Click and Collect and the recycling area can be found. Any car parked within the western most car parks will be in breach of Tesco's criteria and will receive a PCN.
- e) Car owners must request parking at Tesco **at least one (1) working week** prior to when needed to ensure Tesco's PMC have recorded the details on their data base once they have been notified by the EM.
- f) Tesco and their PMC, and NRMC, hold no responsibility for damage caused to any vehicle.
- g) Your vehicle insurance needs to cover parking long term in the Tesco Extra car park (as compared to parking inside Luscinia View), so car owners should check their own policies to ensure the vehicle is adequately covered.
- h) All PCNs received that a Tenant or LH wish to challenge must be taken to the Tesco customer service desk, located at the front of the store, within **fourteen (14) days** of the date of issue. Tesco's PMC will not accept any challenge after this time interval has lapsed, and no PCN will be rescinded if any of the above criteria has not been followed and met.

The list of resident's vehicles authorised to park in Tesco Extra car park under the concessionary agreement is periodically updated by the EM, and a redacted list sent to both Tesco and their PMC to ensure they have up to date information. If you are moving away from LV and have been using the additional parking concession at Tesco we kindly request you keep the EM informed so your car(s) can be removed from the register thereby keeping the list of cars to a reasonable number to keep Tesco convinced residents are not abusing their generosity.

15. Gates

- a) The automated main gates leading into the development are operated by a remote electronic fob for the gate relating to the location of your PS. This should have been provided to you when you moved in. If not please contact your Agent or previous LH. If you are renting the apartment then contact the LH/Landlord.
- b) Replacement fobs are available against a fully refundable deposit that is large enough to encourage they are returned once no longer required. Refer to the 'Replacement Items' section later in this document.
- c) The keypad on any gatepost is only for use by the emergency services, or other services such as the postman and refuse collectors, and is **not** for resident's use. Anyone found using the keypad to enter the Development will be deemed breaching security, and appropriate measures will be taken against the individual using CCTV coverage as evidence.
- d) When entering or leaving the Development do not tailgate (i.e. immediately follow any vehicle). NRMC is not liable for any damage or injury sustained by tailgating.
- e) In the event of a gate failure do not manually force the gate as this severely damages the hydraulic ram mechanism which will then have to be replaced. Any resident, or any visitor or contractor visiting NRMC or a resident, found forcing or damaging a gate will be charged for all works required to repair the gate back to working order, including emergency call out charges and administration fees. Instead contact the EM

or MA during working hours or call the emergency out of hour's number (see the section on Emergencies and Contact Details) and report the failure. Someone will attend as soon as practically possible to override the system so the gate can be swung into the open position until it can be fixed. Routine inspection and maintenance are carried out on all gates to minimise failure, but unfortunately the rams do fail occasionally.

- f) All gates are monitored and continuously recorded by CCTV.

16. Bike Stores

- a) Bike stores are located at ground level on the north side of most blocks primarily accessible only by residents of that Block. For those Blocks without a Bike Store contact the EM with a view to seeing where there is space in another Bike Store.
- b) CCTV continuously monitors all Bike Stores.
- c) Resident access to respective bike stores is by electronic fob only. Replacement fobs are available from the EM upon request. Refer to the 'Replacement Items' section for more information.
- d) Only bikes may be stored in the bike store, including children's bikes.
- e) Bikes stored elsewhere around the Development, such as in the communal hallways, or in any unauthorised location around the grounds, will be removed immediately and disposed of after fourteen (14) days. A bike can be retrieved within the 14 days by contacting the EM who will issue the offender with a LBN, and after any BPN charge has been paid to the MA.
- f) Periodically the EM will undertake an inventory of bikes in the Bike Stores in order to remove and dispose of abandoned bikes. A notice will be attached to the bikes when this occurs, and the EM will inform everyone. When this happens remove the notice from the bike(s) you own and notify the EM so it is not removed as an assumed abandoned bike. This process is to ensure there remains enough space in the Bike Stores for users.
- g) Bicycles are not to be chained to railings or any of the blue canopy supports at the main entrances to the buildings, or any other structures around the Development.
- h) Outdoor brackets for securing bicycles can be found around the Development for temporary (e.g. Deliveroo or just Eat deliveries) and visitor bicycle parking. These are not to be used by LHs or residents who have access to the Bike Stores, other than for temporary parking (i.e. of one hour or less) where securing the bicycle in the Bike Store becomes an inconvenience.
- i) All bicycles should be secured by a strong locking mechanism, irrespective of whether they are in a bike store or attached to an outside designated Visitor Bicycle rail.
- j) NRMC cannot be held responsible for any loss or damage of a bicycle in full or in part, and any bicycle is left totally at the owner's risk.

Bicycles, other than small children's bikes or fold-up bikes that must be carried inside any Building, are **not** permitted anywhere within the buildings. Over past years the inside of the

buildings have sustained damage to the fabric and decoration thereby decreasing the aesthetic appearance of the communal areas and increasing the cost of maintenance. CCTV continuously monitors all communal areas, and anyone bringing in a bike that is deemed to have caused damage of any kind will receive a LBN and be charged the cost of rectifying that damage including any associated administration costs in the form of a BPN.

17. Balconies, Patios and Terraces

Under the Lease the material integrity of the balconies, patios and terraces rests with NRMC (Second Schedule clause 7), whereas the responsibility with maintaining these in good order and in a clean condition rests with the apartment's LH (Second Schedule clause 8). What this means is that NRMC looks after repairing any damaged balconies (as in the past when some have been struck by tall vehicles), and repainting balconies as part of any external refurbishment programme, and LHs (or their Tenant) shall keep all balconies, patios and terraces clean and in good order at all times.

This is particularly important because the design of the balconies allows water to drain through the gap between the balcony platform and the outside of the building thereby badly staining the façade of the Buildings under each balcony.

To comply with the requirements under the Lease, along with the UK Ministry of Housing (MOH) advice on balconies on residential buildings, all LHs, and/or their Tenant are to comply with the following relating to balconies, patios and terraces:

- a) No barbeques are permitted for safety and courtesy reasons (MOH).
- b) No storage of combustible materials (e.g. wooden pallets, synthetic grass mats, plastic pots/bins etc.) (MOH).
- c) No string(s) of ornamental lights are permitted, except for a minimum period during festivals such as Christmas, Eid, Diwali etc. at the discretion of the Board as long as they are switched off when not in use and cannot be attended to (e.g. overnight whilst sleeping, or when the resident is not at home) in case they cause a fire. They must be removed at all other times. They should only be fitted in a way that will not harm the paint protection of the balcony handrails.
- d) Any outside lights, or indeed any outdoor electrical appliance, must have a Residual Current Device (RCD) fitted in the circuit that prevents against fatal electric shocks and some protection against starting electrical fires.
- e) No cigarette ends should be disposed of incorrectly, and should only be disposed of in a safe container within your apartment. None should be disposed of in a way that litters the grounds or can cause injury to others or cause a fire to a lower apartment or vehicle (MOH).
- f) No washing lines are permitted.
- g) No washing/drying/airing of clothes or bedding on balconies and patios is permitted, and shall remain out of view from anyone outside the Demised Premises at all times. Those with terraces should ensure such items are totally out of view from all other

residents, and are shielded from any source of ignition. (Eighth Schedule Part A - clause 22)

- h) No placing of anything on top or outside of the top handrail of any balcony or terrace wall, particularly plant pots. These can cause severe injury to people below if they are displaced from the handrail in high winds or by physical displacement. Any pots hung on the inside of the top handrail of a balcony must not damage the paint coating that protects the integrity of the balcony railings.
- i) No bikes, prams or similar are permitted.
- j) 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, and therefore a water collection facility (e.g. place a plant saucer under each pot) is required to capture water from plant pots. There are plenty of websites that offer advise on how to stop water dripping off a balcony.
- k) Where balconies, patios and terraces are used for placing heavy items, including large plant pots, the weight of these items, particularly if there are a number of heavy items concentrated within a small area, must not exceed the Safe Working Load (SWL) of the structure. All balconies and terraces in particular will have a limit to their load bearing, and care must be taken not to overload any part of these structures. The SWL of balconies, patios and terraces at LV cannot be found, so advice has been sought to provide an indication as to what the SWL of a balcony could be. The advice received is a standard balcony at LV should hold 4 persons weighing 90 kg each, giving 360 kg. This cannot be confirmed so must only be taken as an indicative value, so we urge residents to be careful when placing many items and/or people on a balcony so as not to overload it. Similarly, patios and terraces are constructed to only take a reasonable load, and overloading them can have a serious detrimental effect. (Eighth Schedule Part A - clause 15)
- l) No storing of rubbish or other waste including in bags and/or bins (MOH).
- m) All items on a balcony or patio should be left in a secure manner so as not to be blown away and cause injury to others or damage to property. If you have items on your balconies/patio/terraces be aware of when high winds are expected so you can properly secure these items before winds increase.
- n) Patios are to be kept clean and free of stains.
- o) Terraces are to be kept clean and litter free so the drain pipes, especially those that pass through the internals of the buildings, don't get blocked up.
- p) No signs, flags, 'For Sale' or 'To Let' boards are permitted (this includes signs/posters in apartment windows).
- q) No national flags shall be attached, or draped over, balconies or from terraces. As the world becomes increasingly complex and polarised some residents may have an issue against certain nationalities and/or some flags. It is safer and less confrontational not to display national flags.
- r) The MC or its MA reserves the right to define what is or is not acceptable to be placed on the balconies/patios/terraces.

The EM will initially issue a warning to residents taking into consideration they may be newcomers to Luscinia View. However persistent offenders will ultimately be issued with a LBN ultimately resulting in a BPN.

18. Communal Areas

The upkeep of the Communal Areas incorporating the grounds around the Buildings and the main entrances, stairwells and lobbies within the Buildings etc., is costly and reflected in the service charges (SC). The appearance of the communal areas provides a first impression to visitors and any potential buyer/Tenant, and reflects on those already residing at LV. Whilst the communal areas are constantly cleaned and maintained by NRMC staff, a good standard of cleanliness and appearance can only be sustained with the help of residents.

The EM should be informed of any damage to the interior fabric or decoration inside any Building (e.g. catching the walls whilst manoeuvring a child's buggy), particularly if a repair is required. This also applies whenever any area has been subjected to staining by someone taking garbage waste or recycling down to the Bin Stores, and where the stains and resultant smells emanating from the spillage needs to be cleaned up. Similarly, the EM should be informed of any damage to the exterior fabric or decoration outside of the buildings within the Development. The earlier the EM is informed of any deficiency at LV the sooner it can be assessed and rectified.

The following applies to everyone using the Communal Areas around the Development:

- a) No barbeques are permitted anywhere around the Development for safety and courtesy reasons.
- b) No cigarette ends should be disposed of incorrectly. None should be disposed of in a way that litters the grounds or can cause injury to others or cause a fire to an apartment or vehicle.
- c) No washing lines are permitted anywhere around the Development
- d) No washing/drying on landings or in the gardens is permitted.
- e) No storing of rubbish or other waste other than in a Demised Premises or in the Bin Stores.
- f) No signs, flags, 'For Sale' or 'To Let' boards are permitted
- g) No ball games or similar activities (e.g. football, cricket, rugby, baseball, Frisbee, etc.) that could cause injury or damage in the Development or the property of others. Kings Meadow is readily accessible for such activities, including a designated play area for small children that was built in conjunction with Luscinia View.
- h) No excessive noise is permitted in Communal Areas, and no noise is permitted between 11pm and 9am outside of any Demised Premises, as a courtesy to other residents.
- i) No vehicle speed should exceed 5 mph within the development for safety reasons, and to safeguard children who might appear unexpectedly.
- j) No servicing or repair of motor vehicles is permitted anywhere within the Development (Eighth Schedule Part B clause 4).

- k) No forcing of lift doors, or keeping them open against the normal operation of the lift mechanism.
- l) No disposing of junk mail, or mail belonging to a previous resident, anywhere within a Communal Area. Junk Mail should be disposed of correctly in a Bin Store or your own waste bin (and not left on the floor or on the tables of the entrance lobby where it becomes a fire hazard), and any mail that needs to be returned to sender can be handed to the EM who in turn correctly hands it back to Royal Mail.
- m) No unauthorized persons shall 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 coming specifically to your apartment.
- n) 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 the service charge of LHs. Pathways are provided for pedestrian use. Offenders will be charged to rectify any damaged caused in addition to receiving a LBN.
- o) Benches have been provided for communal use, and have been thoughtfully located around the development for the benefit of all residents. When using these benches be mindful of those who live nearby by keeping any noise to a minimum, and ensuring the bench and area around it is left as clean and rubbish free.
- p) Do not abandon any vehicle on any part of the development. Under the terms of the Lease any abandoned vehicle will be removed and disposed of, and any costs recovered from the LH who will then have to recover those costs from their Tenant if applicable (Eighth Schedule Part B - clause 5).
- q) Do not obstruct, or permit to obstruct at any time, any part of the Communal Areas or Parking Spaces.
- r) The MC or its MA reserves the right to define what is or is not acceptable within communal areas.

19. Glazing

The external and internal cleaning of all Communal Area glazing rests with NRM, whose cleaners carry out this task weekly (Second Schedule clause 11).

Keeping clean all external and internal window surfaces, including the glass in doors, associated with a Demised Premises is the responsibility of the LH, and in the case where the Demise Premises is rented out their Tenant (Eighth Schedule Part A - clause 12).

Not keeping external and internal glazing clean within a Demised Premises is a Breach of the Lease, and will be dealt with accordingly.

20. Water & Electric Meters

These meters are found in the communal hallway service/riser cupboards located in the respective apartment lobby areas. These are behind fire doors designated under the Fire Regulations, and therefore must be kept locked shut at all times when not in immediate use with someone continuously present.

Access to the cupboards, and hence the meters, is currently via a square ended utility key that can be borrowed from the EO. This is to be signed out and then signed back in after the LH or resident confirms the fire door has been locked after their use.

Regrettably these fire doors are often found unlocked, and in many instances found open during routine inspections by NRM staff. Many have been forced open, and then left open. This malpractice compromises the safety of everyone on that floor and in the Block as a whole, and breaches the Fire Regulations. This is a severe breach, and cannot be tolerated. If these fire doors continue to be found open more stringent measures will have to be taken by the Board to ensure compliance with the Fire Regulations and the requirements of RBFRS and RBC.

Under the Fire Regulations nothing must be stored in these cupboards. Any item found will be immediately removed and disposed of without notice. These cupboards are only for housing the utilities within them, and have the water supplies and electrical equipment located in different cupboards for obvious reasons.

Since Thames Water (TW) installed the independent water meters there have been many leaks from the couplings their contractor used. The problem seems to be the type of washer selected by that contractor, which TW are slow in replacing. Whilst measures have been taken to identify and prevent the water from leaks causing unwanted water damage, it would help if LHs and residents can:

- a) Inform the EM of any water leak, or expected leak, as soon as possible.
- b) Turn off the water to the apartment whenever the apartment is left empty for more than the usual time, which would also help to stop any potential water leak damage occurring inside an apartment particularly from leaking pipes, dishwasher and washing machine drains, etc.

The water supply risers in each Block start in the ground floor service rooms where a shut off valve is located. This main water riser passes through all floors via the locked service/riser cupboards where branch pipes lead off and pass through the water meter for each apartment (or NRM water meters for Communal Areas) before passing into its designated apartment. There are stop cocks both upstream and downstream of each meter, and an additional water stop cock inside the apartment (usually inside the cupboard where the boiler is stowed). If you discover a water leak from around a water meter, and can afford to be without water for a while, please shut off the upstream stop cock (usually the lowest stop cock) as a minimum to stop the water reaching the meter and thereby reducing the leak

flow. If possible also shut off the stop cock on the other side of the water meter in order to isolate the meter and stop the leak. After doing this inform the EM, or the MA if out of hours, so the situation can be assessed and arrangements made for repair. If this cannot be done immediately then measures can be taken to reduce the amount of potential water damage before the water supply is resumed to the apartment.

Rectifying water damage is very costly, and adds unnecessary cost to the Service Charge for the LHs of that Block whether or not the damage is claimed on insurance (in which case the premium is increased after the claim). Whenever the water leak emanates from a Demised Premises and causes damage to Communal Areas and/or other Demised Properties the cost of repair will be for the LH to resolve whether this is by direct payment or through an insurance claim. It is therefore prudent for LHs to ensure water supplies and fittings are periodically checked by themselves or by third parties contracted by the LH. For the sake of clarity this cannot be undertaken by NRMC staff who are not insured to enter and undertake any work within a Demised Property, except when required under the terms of the Lease.

21. Aerials & Satellite TV

All apartments have a communal feed from a satellite dish installed on site that ultimately terminates within each apartment. NRMC are responsible for maintaining the communal feed that passes through the service riser cupboards to each floor and the feed to each apartment that terminates in an aerial box usually found in the same cupboard as the boiler within each Demised Premises. Thereafter any aerial lines and connections within the Demised Premises are the responsibility of the LH.

Any malfunction of the communal system will tend to affect several apartments, and therefore can be readily identified. A malfunction relating to an individual apartment will not affect other apartments. Before visiting the EO to report a suspected fault in the aerial system it is best to ask your neighbours, especially those on the same floor, whether they are experiencing the same problems. This saves the EM having to ask for this same thing to be done first, which is necessary in determining who should be called next. If it is found to be a fault in the communal part of the system NRMC will call in their approved contractor to rectify, and the costs will be shared by all LHs in that Block. If the fault does not lie in the communal part of the system the LH, or their appointed agent if the Demised Premises is rented out to a Tenant, must call in their contractor to rectify the issue at their expense. Should NRMC be told the fault lies in the communal part of the system and subsequently find the fault was in the Demised Premises and not the communal system, the LH will be held accountable for all costs involved.

Recently all aerial feeds have been upgraded to receive the latest technology, including Sky Q services. Since this upgrade the company contracted by NRMC to maintain the system are finding the aerials feeds located in the service riser cupboards are being altered by either LH or residents, or attending TV companies such as Sky, BT, Virgin etc. This interference

diminishes the reception strength for other users (i.e. your neighbours whether on the same or other floors) and adds unnecessary costs to the Service Charge. The aerial and satellite system belong to NRMC, and therefore any tampering with this equipment cannot be tolerated. Any cost associated with such interference will be charged to the offender, via the LH if a Tenant, once evidence is provided by the contracted company looking after the system for NRMC. Under the Lease there is no difference to making good any damage to any part of the Development caused by any act or negligence of the LH or of any occupant of or person using or visiting the Demised Premises who damage or interfere with the aerials and services belonging to the Development (whether or not attached to or included in the Demised Premises) (Eighth Schedule Part A - clause 14).

No additional satellite dish or antenna is permitted to be fixed to any Building (including any balcony, patio or terrace). Any costs associated with the removal of additional satellite dishes or antennas will be at the LH's cost. (Eighth Schedule Part A - clause 22)

22. Internet Connectivity

To remain competitive with new build apartments around central Reading NRMC had fibre optic internet installed throughout all of LV. The chosen company was Hyperopic that provides fibre broadband speeds up to 1 GB/sec at competitive rates. The system was installed depending on the requirements of each LH, but was done in a way that those who do not currently have the system installed in their Demised Premises can have it fully installed without much trouble. The system terminals within the Demised Premises using a Hyperoptic fibre broadband socket ready to take a LAN connection cable. All connection charges will be for the LH's account.

For those who did not want to use fibreoptic connectivity the copper cable version remains available in all apartments via the copper telephone line.

Any Tenant who is interested in having Hyperoptic installed should first speak to their landlord directly or via their Letting Agent, as they are the only person that can sanction the installation as the owner of the Demised Premises.

23. Pets

No pets of any type shall be kept in any Demised Premises without the prior written consent of the MC which consent may be revoked at the reasonable discretion of the MC (Eighth Schedule Part B - clause 11). NRMC is not averse to residents keeping pets, but must base any decision on the type of pet and whether it may unsettle or disturb neighbouring residents. The EM keeps a Register of Pets for health and safety reasons. Please contact the EM for more information.

Pet owners remain responsible for the behaviour of their pet at all times, and must keep them under control within the development whether inside or outside the Demised

Premises. This includes any adverse noise levels coming from pets (e.g. barking) that would intrude on the social fabric of the community.

Pets must not be allowed to foul or damage the Communal Areas including gardens. Any cost associated with cleaning fouled areas or repairing damage (e.g. bleached grass) will be forwarded to the LH as a LBN.

One of the benefits of maintaining a register of pets is in the event of a fire when RBFRS can be informed of any apartments where pets might be in danger and require saving if possible. It also negates the need for fire fighters to risk their own life in looking for pets thought to be on the premises purely from hearsay.

24. Antisocial Behaviour

NRMC will not tolerate any antisocial behaviour within the development, and appropriate action will be taken and the police and/or local authorities informed accordingly. All residents must respect other apartment occupiers and keep noise levels from any source to a minimum (Eighth Schedule Part B - clause 10). Remember not everyone works a 9am to 5pm job, meaning they have to catch up on sleep during the day and at the weekend. Also, children often go to bed early in an evening depending on their age and need their sleep whilst growing. Being inconsiderate to your neighbours is a source of annoyance to them, and impinges on the social harmony of LV that NRMC wish to protect and encourage.

Whilst it is accepted that occasionally some moderate noise is unavoidable, as part of communal living you can help by:

- a) Avoid undertaking DIY and internal improvements work in the evenings and if possible during weekends.
- b) No sounding of horns or playing loud music from any source/instrument/singing between **11pm and 9am**.
- c) No aggressive revving of engines.
- d) Avoid excessive noise from gathered groups, such as during parties.
- e) Appreciate sound travels, especially through open doors and windows, and in open spaces including balconies and terraces.
- f) Not shouting between your Demised Premises and the ground level, or from one Demised Premises to another. You can speak through the entry phone, your mobile phone, or go and visit the person(s) you wish to speak to instead of broadcasting your business to those who do not wish to know.
- g) Avoid using too much base on any sound system, especially if the speakers are floor or wall mounted when the base sound in particular reverberates through the concrete walls and floors of the Building.
- h) Be respectful of the landscape grounds around LV, which is a quiet area for residents to use and relax in.

This also includes excessive noise and damage caused by children playing within the boundaries of LV, whether resident or not. It is the responsibility of parents/guardians to ensure the safety of any children playing within the Development, and know who they are playing with and where. CCTV is used to record any damage done by children, and parents/guardians will be charged for any damage including administration fees through the issue of a LBN. There is a very good children's playground located close by in Kings Meadow that was built at the same time as LV, and the whole of Kings Meadow for children to play in, and we would encourage parents/guardians to take their children to these areas to play away from the potential hazards of traffic around LV.

25. Drains

The sewage system is not a "General Waste Disposal System". Residents must **NOT** under any circumstances:

- a) Pour any cooking fats, oils or waxy products, down the kitchen sink or bathroom wastes or lavatories which then solidifies and blocks the general waste piping system or damages the plastic waste pipes.
- b) Dispose of any harmful chemicals/liquids or solids down the kitchen sink or bathroom wastes or lavatories that could cause damage to the plastic waste pipes.
- c) Flush baby's nappies, wipes or any other product down the toilet other than flushable and biodegradable toilet tissue. All other items should be bagged and disposed of with the general waste.
- d) Throw or permit to be thrown any dirt, rubbish, rags or other refuse down any internal or external drain around the Development, but instead dispose of such things properly as waste either in your Demised Premises or in a Waste Bin located in any Bin Store (Eighth Schedule Part B - clause 9)
- e) No oils, waxy products, harmful chemicals/liquids or solids shall be disposed of down any outside gratings.

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

Apartments with kitchen sinks fitted with 'waste disposal units' for the grinding and mulching of food waste are permitted, in that these are considered more environmentally friendly than the waste going to land fill. However, these only work efficiently if adequately flushed through with water during and after use to eliminate deposits building up throughout the sewage system.

26. Building Works and DIY

No building work within a Demised Premises that involves any form of internal structural alterations to the original design is permitted without the written approval of the

Management Company (Eighth Schedule Part A - clause 22). LHs seeking approval shall provide all required plans, structural calculations, material specifications, fire safety approval, risk assessments etc., and any other document demanded by NRMC and/or their agent(s). All costs, including the reasonable and proper legal and surveyor's fees of the MC or its agent(s) in connection with any such application shall be borne by the LH of the Demised Premises. Any alteration shall be required to be of the same or better standard using good sound and substantial materials, and shall be subject to inspection and reasonable approval by the Lessor (i.e. Freeholder) and/or the Management Company or their agent(s) (i.e. on behalf of the FH) (Eighth Schedule Part A - clause 23).

Any alterations undertaken without written consent is a severe breach of the Lease, and measures will have to be taken to ascertain whether the alterations impinge on the structural and fire safety of the Demised Premises or any of the Properties within that Block. Anyone having made an alteration without written permission will have to provide all of the supporting plans and documentation needed, and be aware that if it cannot be proved that the alterations are safe the LH is likely to have to revert to the original layout as in the original plans at their own expense.

For the sake of any doubt this also includes those areas that are part of the Maintained Property, which is the responsibility of the MC (Second Schedule). This includes everything that can be seen from the exterior of Buildings but part of all the Properties such as the door and window frames, balcony structures, terrace and patio walking areas, balcony lights, etc. If in doubt you should ask the EM who can advise you accordingly with or without the help of the MA and/or the Board.

DIY and internal improvements of a 'Non-Structural nature' such as redecorations, replacing kitchen and bathroom appliances within a Demised Premises are carried out at LH's risk and cost. In this respect LHs shall comply with the terms of their Lease whereby as often as may be necessary, and at least once in every fifth (5) year, to paint with two coats of the best quality paint to a high standard all of the internals of the Demised Premises which ought to be painted and at the same time treat all parts of the inside of the Demised Premises using materials of suitable and appropriate quality (Eighth Schedule Part A - clause 11).

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 these areas will be charged to the appropriate LH accordingly (Tenth Schedule clause 1b).

Similarly, any DIY and internal improvements subsequently caused to the Demised Premises of other LHs through water leakage, structural damage or any other type of damage, the cost of any repair/remedial works to such property will be for the cost of the offending LH. The MC and MA will intervene should the LHs involved not manage to resolve matters amicably.

27. Replacement Items

Residents require various fobs and keys to enter their Block and other parts of the secure Development that is Luscinia View. These fobs and keys (and locks) are purchased from specialist licenced manufacturers in order to maintain security at LV, so NRMC need to apply a refundable deposit of sufficient magnitude to ensure fobs and keys are returned when residents move out. Any refundable deposit is paid directly into the NRMC bank account via the MA, where it is ring-fenced ready to be refunded whenever fobs and keys are returned. This is simply because all NRMC finances are handled by the MA. Note NRMC no longer apply a material charge against any fob or key, only a fully refundable deposit.

It is usual for fobs and keys to be passed along to the next LH/Tenant when residents move out, but quite often this doesn't happen whether it be the fault of the departing LH/Tenant or the Agency involved. If this doesn't happen as it should, additional fobs and keys can be obtained from the EM, whose office is located in the corner of Block C2 next to Block D1, during the advertised opening times.

Upon request the EM will present you with an 'Application for Fobs and Keys' form, and will explain what happens next. If you are a Tenant you must also provide written evidence confirming you have the LH's approval to apply for these fobs and/or keys, or the LH can apply for any additional fobs or keys and then pass them to the Tenant. The EM will not accept requests from Tenants without written consent from the LH.

When the form has been completed to the satisfaction of the EM, and payment of the refundable deposit has been received by the MA, the EM prepares the fobs and/or keys requested and informs the LH and/or Tenant accordingly so they can be collected and signed for in the EO. The application form will be kept on file as a record of who paid the refundable deposit amount, along with a record under 'Fobs and Keys' in the Apartment Directory where a record of every fob and key handed out is kept. This assists the EM and the MA whenever fobs and/or keys are returned to NRMC so the deposit(s) can be refunded.

These replacement items are:

- a) **Main Gate Fob:** The automated main entrance gates to each car parking area are operated by a remote electronic fob. The main gate fobs are programmed by the EM, or by a specialist contractor employed by NRMC. Several are programmed at a time to help keep lead times to a minimum. The fobs have a battery inside that may need replacing from time to time. The cost of the new battery is for the LH, or the Tenant if that is what the LH dictates. See the EM if unsure how to replace the battery.
- b) **Main Lobby Key:** The key that operates the lower lock on your apartment front door also operates the main entrance lobby door to that Block. These keys are a special-order item, and will take at least 10-15 days from when the manufacturer receives payment. NRMC have some of these security keys already cut to reduce the lead time, but demand may mean there are no spares readily available. It should be noted these are security keys, and keys obtained by other providers (e.g. Timpsons) have been known not to work in our locks. Keys not obtained through the correct licenced

supplier are in fact breaking the locks creating inconvenience to others residents in the same Block. We therefore ask residents to stop getting keys cut from high-street providers, and get any additional keys through the correct channels.

- c) **Bike Store Fob:** The bike store doors are operated by an electronic fob for security. NRMCM have master keys that can by-pass the fobs in an emergency, but these are not for general circulation and use. The fobs are individual to each store, and are programmed by a specialized company employed by NRMCM who programme a few for each store when they visit to help reduce lead times.
- d) **Kings Meadow Key:** This is a security key that operates the boundary gate leading into Kings Meadow for those who prefer to step straight into Kings Meadow instead of going along Napier Road to access the meadow. This is particularly useful to parents who let their children play in Kings Meadow where they can be seen from many of the apartments facing north.
- e) **Meadow Garden Key:** The Meadow Garden was created to enhance the environmental diversity of Luscinia View, and especially attract insects such as bees, butterflies, dragonflies etc. When the garden has become established, and hopefully seating installed, residents will be able to enter the garden for relaxation. Children (i.e. under the age of 18) will need to be accompanied by a responsible adult to ensure their safety especially from potential bee stings.
- f) **Nightingale Garden Key:** This garden will be developed in a future phase of landscaping providing residents with another area in which they can relax hopefully on new installed seating. Meanwhile the grass is being encouraged to properly regrow, particularly in the recently seeded areas, so it doesn't wear out so quickly as in the past. Children (i.e. under the age of 18) will need to be accompanied by a responsible adult whilst in this garden.
- g) **Mail Box Key:** Each mail box located in the Communal Areas is owned and maintained by NRMCM, and has its own specific key and lock number. The first LHs were provided with mail box keys when they purchased their Demised Premises, and one key was kept by NRMCM that is used to open the mail box in the event it is overflowing with mail (usually after a Tenant has moved out and the Demised Premises hasn't been occupied for some time), or the LH's keys have been lost. When keys are lost mail box doors have been forced open and damaged, creating cost for the LH in having to replace these. Over the years the keys held by NRMCM have been handed out and not replaced, so this situation is being rectified with the help of LHs so there is no excuse for anyone forcing open and damaging a mail box.

28. Fire Safety

Fire safety legislation covering buildings in England and Wales like LV is covered by the 'Regulatory Reform (Fire Safety) Order 2005'. The Fire Risk Assessment Guidance associated with this legislation is followed by NRMCM by independent inspection, which primarily covers all Communal Areas of LV. To comply, NRMCM, their MA, and residents are required to undertake the following as appropriate:

- a) An approved Fire Safety Inspector (FSI) periodically undertakes an independent Fire Risk Assessment (FRA) of the communal areas of Luscinia View. This is carried out to comply with current fire prevention legislation. Fire notices around the communal areas of the development comply with the current regulations, and should be read and complied with by all residents. If you have any questions or concerns contact the EM or MA.
- b) All Blocks conform to the building and fire regulations at the time of construction, and as such should provide the required degree of fire protection 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 in which case you must get out. No building alteration is allowed. If in doubt whether any alteration will breach the Fire Regulations contact the EM or MA.
- c) All communal doors are fire doors, including the doors to the utility cupboards, and should never be left open when not in use. The main lobby doors and any intermediate doors are fitted with self-closers that are never to be removed or damaged. If you discover any malfunctioning be pro-active and inform the EM or MA immediately as lives could depend on it.
- d) The front door self-closers on each apartment 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. Any found missing on a spot inspection will be deemed a breach of the fire regulations, and will be reported to the appropriate authority whereby action will be taken against the individual(s) concerned.
- e) All apartments are fitted with smoke detectors, some of which are operated by battery. It is the responsibility of the LH (and their Tenant when applicable) 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 is fitted, or require guidance on testing or battery changing, contact the EM. Those apartments (duplex) with electronic systems are to ensure these remain operational at all times, and immediately report faults to the supplier.

a) Procedure in the Event of Fire

Whenever a fire occurs follow the recommendations provided by the Royal Berkshire Fire and Rescue Service, summarized as follows:

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. However, do not put yourself or others at risk.
3. Should a fire occur in your apartment, usually detected by a smoke alarm, then immediately warn all other occupants in your apartment and evacuate the premises quickly but rationally, closing windows and doors as you go, and particularly the front door of your apartment, if possible, separating the Demise Premises and the

Communal Area as you leave. Don't open doors looking for the source of the fire as this could allow oxygen to feed the fire producing a possible devastating backdraft. Don't stop to gather personal belongings or pets that are not with you. Don't use a balcony to escape from. Call the Fire and Rescue Services on 999 as soon as possible once clear and in a safe location.

4. When a fire occurs in another part of your Block the Fire Brigade's 'stay-put' policy (i.e. remain in your apartment) should be followed closing all doors and windows of your apartment (but note that occupants are free to leave in the event of a fire in another flat if they so desire or must leave when advised by the Fire & Rescue Service). Go to a window where you can be seen from the ground (use a sheet or towel to attract attention), and open it if you need fresh air. Then follow instructions issued by the Fire Brigade who may advise you to evacuate if it is safe to do so.
5. Rising smoke is the biggest killer during a fire, therefore when vacating a building cover your mouth and keep as low as possible where you will find clearer visibility and relative smoke free air.
6. 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.
7. Never go back into the building until you have been told it is safe to do so by the appropriate attending emergency services (usually the Fire Brigade, but could be the police).

b) Fire Prevention

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

- a) Ensure your electrical installation and equipment has been tested and deemed safe. If you are unsure there are companies that will undertake Portable Appliance Testing (PAT) for you.
- b) Avoid the use of portable heaters with a naked flame, such as paraffin or bottle gas heaters. Ensure all portable heaters, including electric radiators, are kept well clear of any combustible material.
- c) Ensure that all smoking materials are properly extinguished before you go to bed or leave the apartment, and empty ashtrays containing only cold smoking materials into a metal bin.
- d) Never dispose of cigarette or cigar ends over a balcony or from a terrace. (NB: we have already had fires started on lower balconies this way).
- e) Keep balconies and terraces free from combustible materials if possible. Remove anything that is combustible in the event of a fire, as the balcony or terrace maybe your only escape route.
- f) Never store unused paint, or pressurized bottles/cans, in an area where there could be a source of ignition.
- g) Avoid the use of chip pans. If used, no chip pan should ever be left unattended.
- h) Any cooking appliance/pan should not be left unattended when in use.

- i) Avoid the excessive use of multi-point electrical adaptors and extension leads that can be easily overloaded and thereby catch fire. Check electrical appliances regularly to ensure no obvious defects exist. Switch off items not in use at the wall socket when not in use.
- j) Whenever possible do not leave electrical and electronic devices on stand-by.
- k) Never by-pass your electrical meter. This is illegal and highly dangerous.
- l) Ensure any washing is dry before folding up and storing away. Wet or damp cloth can be the cause of spontaneous combustion if stored where it cannot air properly and let the generated heat escape.
- m) Only use candles where they can come into contact with combustible materials, and ensure they are properly extinguished before going to bed or vacating the apartment.
- n) Remember children are constantly curious, and therefore should not be left alone where they might be capable of starting a fire through ignorance and inexperience. Place sources of ignition like matches or lighters out of reach, or under lock and key.
- o) Close doors at night, especially doors to the lounge and kitchen, to reduce fire and smoke spreading in the event a fire starts.

c) Escape Routes

The entrance halls, landings and stairs form the main escape routes from the buildings, 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, and include escape doors at the bottom of each stairwell. These doors are alarmed, and shall only be used in the event of emergency escape. It is an offence to open these doors for general use.

Shortly after moving in, or now after reading these Estate Rules, it would be prudent for you to know at least one escape route from every room within your apartment. This is common practice exercised by those who frequently travel and stay in hotels, and could very easily save your life in the event of a fire where smoke and poor visibility will easily disorientate you.

The above is only a summary of the Royal Berkshire Fire and Rescue Service (RBFRS) guidance, but it is everyone's responsibility to be familiar with their complete recommendations that take precedence. More information can be obtained from RBFRS via:

- <http://www.rbfrs.co.uk/your-safety/home>
- <http://www.rbfrs.co.uk/your-safety/home/escape-plan/>

29. Charges for Breach of Covenants

As a party to the Lease, apartment owners (LHs) are obliged to ensure they, their Tenant, visitors and/or guests abide by both the Covenants of the Lease and these Estate Rules.

In the case of each breach the LH will be sent a Lease Breach Notice (LBN) highlighting the substance of the breach and if repeated a further LBN along with a Breach Penalty Notice

(BPN) that includes any administration fee together with any addition to costs for rectifying any damage incurred. Further breaches on the same matter will lead to more significant charges and possible legal costs.

30. Buildings Insurance

The building insurance policy obtained on behalf of all LHs frequently changes depending on the best terms and premium that can be obtained to cover the Development and Buildings at LV. For the latest information, including the current policy excess, LHs should contact the MA. LH's are responsible for obtaining insurance cover for anything inside their Demised Premises.

If a LH intends to make a claim on the NRMC Buildings Insurance policy they should submit a written statement of intent to the MA, who will inform the Board of Directors so discussions can take place with the MA and the insurers as to the viability of the application as any claim will increase the premium that all LHs pay towards. In any event the LH would no doubt have to cover at the least the excess amount. Again, for further information you should contact the MA who manage the Building Insurance on behalf of NRMC.

31. Appendices

Appendix 1 – Plan of Luscinia View

The Estate Office is located between Block C2 and Block D1, and labelled in orange font.



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