



**WELCOME TO
EXMOUTH COURT**

Welcome.

This handbook gives you an overview of leasehold management and contains helpful information about your lease, service charges, how we manage your property and selling your home. We have tried to make this handbook as straightforward as possible, but it is only a general guide. It does not replace your lease and is not meant to give formal legal advice, as leasehold issues can be complicated and change over time.

What information does this handbook give me?

This guide provides:

- A summary of the general conditions of the lease (there may be differences that apply specifically to your lease)
- Details of some of the relevant legislation
- Guidance on who does what within Exmouth Court
- Information about our policies and procedures that may affect you as a leaseholder

This guide does not replace:

- The conditions of your lease
- Any legal rights or obligations
- Any other legal agreement on your property

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Introductions.

- The Landlord
- The Managing Agent
- Further Information

The Landlord.

Amica Care Trust
Gatchell House
Gatchell Oaks
Trull
Taunton
Somerset TA3 7EG

Please note that the above address is also where any notices may be served on the Freeholder (Landlord).

The property you occupy is held on a lease of 99 years commencing on 25 March 1984 (for Flats 1 – 22) and 125 years commencing on 1 January 2004 (for Flats 23 – 39). You, as the lessee, and the landlord are bound by the lease terms and relevant legislation. It may be that a relative is the lessee, but you live in the property. We endeavour to treat all residents as if they are lessees.

Your landlord has a legal obligation to insure, repair and renew the structural fabric of the building, including communal areas, and provide certain services. The lessees have the obligation to bear the reasonable costs of all such works and services.

The Managing Agent.

Alpha Housing Services Limited has been appointed by your landlord to provide the management services set down in the lease and summarised in this information guide. Alpha Housing Services is a dedicated local block and estate management firm established in 1988. As members of the Institute of Residential Property Management and accredited through the Association of Residential Managing Agents, they hold high expectations of themselves.

Alpha Housing Services has its administration office at:

1st Floor, 1 Chartfield House
Castle Street
Taunton
Somerset TA1 4AS
Tel: (01823) 270661
email: info@alphahousingservices.co.uk
www.alphahousingservices.co.uk

Office Hours are 0900 – 1700, Monday to Friday (excluding Bank Holidays). If you wish to see us in the office, please contact us to make an appointment, as we are often out at site visits.

Alpha Housing Services are fully subscribed members of The Property Ombudsman (TPO) scheme and adhere to the membership requirements. Whilst we hope that we are always able to resolve things if they go wrong, our membership gives clients peace of mind.

Further Information.

The Trust was originally formed on 11 September 2000 (formally known as Somerset Redstone Trust). Amica Care Trust relaunched under its new name on 7 January 2019.

The Trust is governed by a Board of Trustees and owns and operates both nursing and social care homes situated in the South West and West Midlands areas.

The Trust is the freeholder of 126 independent living apartments and cottages in Exmouth and Dorchester, co-located with three of the Trust's Care Homes, and an independent over 55 living complex in Taunton, Somerset.

Amica Care Trust is a registered charity with your best interests at the heart of everything we do. Led by a board of dedicated Trustees, any financial surplus is reinvested into developing services for everyone who lives or works for the Trust.



Your Lease.

- The Term
- Ground Rent
- Charges for Management Services
- Maintenance Reserve (sometimes called a Reserve or Sinking Fund)
- Rights and Easements
- Your Covenants with the Landlord
- Resale Conditions
- The Landlord's Covenants

Your Lease.

A lease is a legal agreement that explains the rights and responsibilities a leaseholder and landlord have on a property. The leaseholder and landlord are responsible for ensuring the conditions are met.

We are your landlord and the freeholder (the owner of a property and the land it is on).

A plan should be attached to your lease showing the boundaries of your property and the building it is part of. There may also be another plan to show the areas where you pay a share of estate management costs.

Your solicitor will be able to advise you on the terms and effect of the lease concerning your property. These notes are provided only for the purpose of helping you understand your lease and drawing your attention to some of the more important points. Leases will vary from development to development; this summary cannot cover all of them.

The Term

Your title is leasehold, and the full term of the lease is 99 years commencing on 25 March 1984 (for Flats 1 – 22) and 125 years commencing on 1 January 2004 (for Flats 23 – 39). If you have bought your home since the lease was first granted, the term remaining will have been reduced.

Ground Rent

Ground Rent is payable for the land on which your property is built, and the initial rent is specified in your lease. If you have extended your lease, the ground rent is reduced to a 'peppercorn' rent, which in practice means this has been reduced to zero.

Charges for Management Services

Alpha Housing Services charges a fee as the landlord's managing agent for its services.

Maintenance Reserve (sometimes called a Reserve or Sinking Fund)

The lease contains provisions for a Maintenance Reserve to be built up to meet major repair, replacement, or renewal items.

Contributions to the fund are collected each year through the service charge.

If the maintenance reserve becomes much larger than seems likely to be required, the landlord can apply part of it to the discharge or reduction of the service charge. Conversely, if the contingency fund appears inadequate to cover likely capital expenditure, the landlord can add to the contingency fund through the service charge provisions. In either event, the landlord will endeavour to exercise such a right in accordance with the principles of good estate management.

Rights and Easements

Your property is sold with the benefit of rights and easements usually set out in a schedule in the lease. Similar rights are reserved for the benefit of the owners of other apartments as set out in the same schedule. The grant and reservation of rights is an essential feature of a leasehold development because of the various communal facilities and the extent to which rights necessarily overlap.

Your attention is drawn in particular to the right to use the access road, the forecourt and the various passages, landings and staircases leading to your apartment and the lift, if appropriate. You also have the right to use the paths on the estate.

You have a right to use the Communal areas in Exmouth Court and other facilities as made available from time to time. Their use is subject to any directions from the Independent Living Manager (ILM) or any regulations about them issued by the Trust.

Your Covenants with the Landlord

The covenants you enter with the Landlord comprise the primary obligations that govern occupancy of the apartment. They cover the obligation to pay the rent and service charge, the usual council tax, water, and sewerage charges, to repair the apartment, to decorate it, etc. These covenants need to be read in conjunction with the restrictions set out in the lease and any further rules and regulations made by the Landlord.

Resale Conditions

You are not allowed to divide possession of the apartment by assignment, underletting or part with possession of part of the apartment. Subject to that, you may assign, underlet, or part with possession of the whole apartment, subject to any age restrictions set out in the lease and subject to the landlord's consent. The age limits are in accordance with the requirements of the local planning authority and include disabled persons. In this development, the age requirement is sixty years or over (Flats 1 – 22) and fifty-five years or older (Flats 23 – 39) for residents, purchasers/owners, or those with a Relevant Disability (or married to someone over the prescribed age). Relevant Disability is classified as a physical disability only and does not include those with a mental disability.

If those age limit requirements are not complied with, there would be a breach not only of the lease terms but probably also of the planning requirements. You must notify your ILM that you are selling and provide your estate agent's details.

The Landlord's Covenants

These include the important obligation to maintain, repair, decorate, and keep all the common facilities clean, lit, and tidy.



Your Rights and Obligations as a Leaseholder.

- Our Obligations to You
- Your Obligations to Us

Other Legal Rights of Leaseholders.

- The provision of information
- Challenges to Service and Administration Charges
- Right to Manage (RTM)
- Right to appoint a manager
- Lease Extensions
- Enfranchisement (right to buy the freehold)
- Varying the lease
- Further Advice and Information
- First-Tier Tribunal

Your Rights and Obligations as a Leaseholder.

The rights you have as a resident are set out in your lease. However, generally, the following rights apply to all leases:

- To expect your landlord to maintain the structure of your home in good repair;
- To be consulted over proposed changes to the services provided through your service charge or the management of your home;
- To make alterations or improvements to your home with our written permission.

Our Obligations to You

- We must keep the structure of your home and all communal areas in good repair, as set out in the lease;
- We must provide services as set out in the lease;
- We must insure the building where your home is and all communal areas;
- We must consult with you on major works, long-term agreements, and any proposed changes to the services in your lease or to the management of your home.

Your Obligations to Us

You must:

- Use the property as your home;
- Pay the service charge and any ground rent payable when due;
- Maintain the interior of your property;
- Adhere to the terms of your lease.

Other Legal Rights of Leaseholders.

The provision of information

We will respond to requests for information from leaseholders, their representatives or organisations working on their behalf. We aim to respond to routine requests within five working days.

Challenges to Service and Administration Charges

A leaseholder may ask a tribunal to determine whether a service charge is payable, including whether costs incurred for services, repairs, maintenance, improvements, insurance, or management have been reasonably incurred or whether services or works are of a reasonable standard.

Variable administrative charges are payable by leaseholders only to the extent that the charge is reasonable. A leaseholder may apply to a tribunal for an order to vary the lease on the grounds that the administration charge specified in the lease or any formula for calculating the administration charge in the lease is unreasonable.

Right To Manage (RTM)

Leaseholders of flats collectively have the right to take over the management functions of their landlord if they and their building qualify. To qualify, leaseholders must have leases first granted for over 21 years.

For the building to qualify, at least two-thirds of its flats must be owned by leaseholders who qualify, and no more than 25% of the building must be in non-residential use. To exercise the right to manage, leaseholders must form a RTM Company. It is the RTM Company that will take over the management functions.

Right to appoint a manager

Leaseholders can apply to a tribunal to appoint a manager if dissatisfied with their current one. This right does not apply if the landlord is a Registered Provider.

Lease Extensions

To apply for a lease extension, leaseholders must have leases first granted for more than 21 years and have owned the property for at least two years. (Residence is not necessary). The right is exercisable against most landlords, be they private, council or housing association.

Enfranchisement (right to buy the freehold)

Leaseholders of flats have the right to buy the freehold of their building if they and their building qualify. They have this right even if the Landlord does not wish to sell. To qualify, leaseholders must have leases first granted for over 21 years. For the building to qualify, at least two-thirds of its flats must be owned by leaseholders who qualify (as above), and no more than 25% of the building must be in non-residential use.

Varying the lease

If all the parties to a lease are unhappy with the terms of the lease, they can agree to vary them. Alternatively, only one of the parties to a lease can seek a variation under Part IV of the Landlord and Tenant Act 1987 by application to the First-Tier Tribunal.

Further Advice and Information

The following organisations may also be able to provide helpful information:

- Leasehold Advisory Service (LEASE) – telephone 020 7832 2500 / email info@lease-advice.org / www.lease-advice.org
- Age UK Advice Line – telephone 0800 169 6565
- Citizens Advice Consumer Helpline – 03454 04 05 06
- Local Community Legal Advice Centre – www.lawcentres.org.uk

First-Tier Tribunal

The First-Tier Tribunal (Property Chamber) has five regional offices throughout England that deal with settling disputes concerning leasehold property and the private rented sector. They deal with various matters, including service charge disputes, lease variations and the determination of premiums for freehold purchase and lease extensions.



About Amica Care.

- Our Vision
- Our Mission
- Our Staff Values
- Policy & Procedure
- Our Trustees

About Amica Care.

Amica Care Trust is a charity whose purpose is to care for older people and people with disabilities. The Trustee's policy is to own and manage care services in the United Kingdom and to develop other care services of an innovative nature, including the provision of independent living accommodation for older people. Amica Care Trust is a closed trust, and the properties it manages must be self-supporting so that, at the appropriate time, further developments can be undertaken.

Amica Care attach great importance to effective communication with residents and consultation on matters of importance. For this reason, it is essential that residents are fully aware of their rights, the major items within the lease, the people involved as the Landlord and Management Agent, the services provided, and how residents' concerns are dealt with. This Information Guide (which is supplied to all residents) will try to explain these points. If you have any further queries, please do not hesitate to contact the ILM on-site or the administration staff at the address on page 5 of this guide.

Our Vision

To innovate, empower and inspire everyone to create vibrant communities and to live their best lives.

Our Mission

To provide exceptional care and support to all within our Amica communities. We help to maintain independence, creating special moments and fulfilling lives.

Our Staff Values

- Positive Attitude
- Kindness and Respect
- Open and Honest
- Working together
- Passion and Joy

Policies & Procedures

- **Equality and Diversity**

We are fully committed to providing homes and services that bring satisfaction to everyone involved. Our pledge is to treat every individual with fairness and respect while actively working to eradicate and prevent all forms of discrimination within our housing and services. We are dedicated to ensuring that no resident, housing applicant, or job seeker faces less favourable treatment on any basis, including but not limited to race, ethnic or national origin, religious or political beliefs, gender, sexual orientation, marital status, physical or mental abilities, age, or HIV/AIDS status.

We are actively promoting equality through positive initiatives implemented by our board, management, and staff. Moreover, we are committed to ensuring that our partners, suppliers, and collaborators share our vision of inclusivity and fairness by requesting their commitment to these principles.

- **Confidentiality / Data Protection**

Your privacy is of utmost importance to us, and we want to assure you that all the information you share with us is held in strict confidence.

You have the legal right to access and review the information we have on record about you, including any data stored electronically. If you wish to examine these records, please contact your ILM to arrange an appointment. While you won't be able to take physical files off our premises, you are welcome to make copies of any document upon request. Please note that there may be a nominal charge for photocopying services.

It's important to clarify that we are not obligated to disclose information shared with us in confidence by third parties, such as doctors, social workers, or information pertaining to others.

If you believe any information in our records is inaccurate, you can request corrections or removal. If we disagree with your assessment of the information, we will include a note in your file indicating your perspective and our decision not to modify it.

In cases where external organisations require access to your information, they must make written requests, and we will only provide relevant information specific to their inquiry. If you believe our privacy policy has been unfairly or unreasonably applied, please refer to our complaints procedure for resolution. Your satisfaction is our priority.

- **Access to Information**

Purpose

This policy ensures that all residents of Exmouth Court, designed for individuals over 60 (flats 1-22) and 55 (flats 23-39), have clear, equitable, and convenient access to information pertinent to their living environment.

Scope

This policy applies to all residents, staff, and management at Exmouth Court.

Types of Information Available

1. Residential Policies and Rules: Information regarding the block's policies, community rules, and regulations.
2. Maintenance and Service Schedules: Details about maintenance work, service checks, and scheduled upgrades.
3. Event Calendars: Information on upcoming events, social gatherings, and community activities.
4. Health and Safety Information Guidelines and procedures related to health, safety, and emergency protocols.
5. Contact Information: Contact details for management, maintenance, emergency services, and other relevant contacts.

Access Methods

- Digital Platforms: Key information will be available on the resident portal.
- Physical Copies: Printed information will be available upon request for those who prefer or require hard copies.
- Notice Boards: Community notice boards will post Essential information and updates.
- Personal Communication: Residents can request information through direct communication with the management office via phone, email, or in-person meetings.

Special Assistance

Residents who require assistance accessing or understanding the provided information due to disabilities or impairments will be offered appropriate support.

Privacy and Confidentiality

All personal information will be handled in accordance with data protection regulations to ensure the privacy and confidentiality of our residents.

Feedback and Suggestions

Residents are encouraged to provide feedback or suggestions for improving access to information.

Policy Review

This policy will be reviewed annually to ensure its effectiveness and relevance.

This policy aims to create a transparent, accessible, and supportive environment for the residents, recognising the diverse needs of those in an over-age 60 and 55 community. Adjustments can be made based on the residents' and management's specific requirements and feedback.

Introduction of

OUR TRUSTEES



John WHITTAKER
Chair of Trustees



Will DALTON
Vice-Chair of Trustees
Chair of the RAR*
Committee



Graham BRISCOE
Board member
Member of the RAR*
Committee



Vanda CROW
Board member
Chair of the Care
Governance Committee



Gary GEORGE
Board member



Jacqueline LACEY
Board member
Member of the RAR* and
Care Governance
Committee



Alan LADD
Board member
Chair of the Property
Group



Anna WARMAN
Board member
Vice Chair of the Care
Governance Committee
Member of the Property Group

*Remuneration, Audit and Risk



Buying an Independent Living Property.

- The Role of the ILM
- Maintenance Officers

Buying an Independent Living Property.

We kindly request that you meet with the ILM before you buy so that you are aware of the services offered and the commitments you will be entering.

Your Independent Living Manager (ILM) at Exmouth Court is Tracey Taylor. Tracey's working hours are:

Monday to Friday, 9.00 am – 2.15 pm

If you are thinking of buying one of our Independent Living properties, there are several key points you should bear in mind:

1. It is strongly recommended that you commission a private building survey before purchase.
2. This development has a minimum age restriction of sixty years (flats 1-22) and fifty-five years (flats 23-39) or older for residents, purchasers/owners, or those with a Relevant Disability. Relevant Disability is classified as a physical disability only and does not include those with a mental disability. No other persons, including family members (other than a spouse), under the restricted age are permitted to live in the property.
3. The ILM is there to assist and can provide information on the services offered, which are also listed in accordance with the Schedule of Services and Charges, which are reviewed on an annual basis.
4. You should satisfy yourself that you can afford the service charges, ground rent, and other outgoings associated with living in an independent living property. This guide helps to identify the costs you should expect.
5. All prospective purchasers must attend an assessment with the ILM prior to purchase.

The Role of the ILM

The ILM is an essential part of the community and acts as a reassuring presence, as the Exmouth Court representative on the spot and your friendly neighbour.

The ILM is primarily accountable to Amica Care Trust and responsible for the good management of Exmouth Court and independent living accommodation in providing high quality, efficient and effective services for the residents as required by the Trust's Memorandum and Articles of Association and in accordance with Trust policy.

What you can expect from your ILM

- Daily presence and support Monday to Friday
- Responsive to emergency calls within working hours
- Ensuring all Health and Safety compliance such as infection control, fire safety, first aid, maintenance and repairs are up to date.
- Gathering quotes from trusted and approved contractors and suppliers
- Facilitation of activities within the development
- Assisting with information regarding outside care agencies and support
- Ensuring accidents and incidents are reported and recorded efficiently
- Management of Amica Care staff, such as the maintenance officer
- Ensuring that all resident and emergency information, such as next of kin, is up to date and managed and stored correctly in line with the current GDPR guidelines.

Maintenance Officers

The Maintenance Officer(s) is/are responsible for maintaining the exterior paths, car park and communal areas and works with the ILM for the residents' benefit, security, and well-being.

The maintenance officer can undertake repairs for up to 15 minutes for minor maintenance issues within individual apartments at no charge. However, any parts supplied are chargeable. If more than 15 minutes is required, an additional charge will be levied in increments of 30 minutes.

If the maintenance officer cannot undertake a repair, they will often recommend a potential contractor to use. This would be at the leaseholder's cost.



Living at Exmouth Court.

- Communal Facilities
- Lounge / Kitchenette
- Guest Apartment
- Laundry
- Communal Grounds
- Parking
- Smoking Policy

Your responsibilities as a Resident.

- Development Rules and Regulations
- Security
- Emergency Call System
- In the event of a Fire
- Absence from Exmouth Court
- Door Entry System
- Lifts
- Landlord / Managing Agent / Contractor Access to Your Property

Living at Exmouth Court.

Communal Facilities

These These allocated parts are open to all residents of the apartments. The communal rooms can be used for both impromptu and organised gatherings and will be available for private hire by residents on payment of a fee, which will be credited to the Trust's Accounts. When arranging an event, it is requested that as much advance notice as possible be given to the ILM.

Lounge / Kitchenette

Available to all the residents daily, the lounge and kitchenette can be used for impromptu and organised gatherings and is available for private hire by residents.

Guest Apartment

The Guest Apartment is an en-suite twin room available for the Trust's use or for rent by the residents of Exmouth Court for their friends or relatives. The apartment is reserved on a 'first come, first served' basis.

Laundry Room

There are two laundry facilities available for the use of all residents. There is a rota system in operation, which eliminates the need for queuing. Details will be discussed when you take up residency.

Communal Grounds

They are designed to be a quiet, tranquil space where residents can enjoy fresh air in a peaceful environment.

Residents are welcome to tend to the garden area outside their flat if they wish.

Parking

There is limited parking and is on a first come first served basis; however, due to restricted parking facilities only one car per household is permitted on site, any additional vehicles must be parked off site.

Smoking Policy

The Trust has a policy of no smoking in the communal rooms and areas of Exmouth Court. Smoking is also not permitted in the communal gardens.

Your Responsibilities as a Resident.

As a homeowner, you will be responsible for items such as internal decoration, maintenance, repair, and cleaning. Some simple guidelines should be followed to ensure the safety and comfort of other residents. Most are obvious, such as respecting the privacy of your fellow residents and keeping noise to a reasonable level, but others need further explanation. We want you to enjoy living in your property and help others achieve the same by not causing annoyance through obnoxious smells, unsocial behaviour, unruly pets, or other activities.

Development Rules and Regulations

These are set out in Schedule 3 of your lease. Residents must comply with such rules and regulations for the good management of the estate and the benefit of the residents.

The rules and regulations which apply include the following:

- Only to use the property for the permitted use,
- Not to use the store area or any part of the development for any trade purposes nor to use the flat or any landing, staircase or passageway for the purposes of storing petrol, paraffin, propane or butane gas or other flammable liquid or materials and not to keep or use in the flat any fuel burning apparatus,
- Not to use the grass areas of the development for any sport or game (except as authorised by the Trust) nor to dig up or take away the turf laid thereon,
- Not to erect any external radio mast or television aerial or any mechanical or scientific apparatus of any description on or about the flat or development,
- Not to shake mats or throw any refuse out of any window or door of the flat,

- Not to keep any animal or, bird or other pet on the property without the prior written consent of the landlord,
- Not at any time to allow any musical instrument, radio set or television set to play or operate in a manner as to be audible outside of the property, and to carpet or insulate the same in a manner effectively to prevent undue noise and to take all reasonable steps and precautions to prevent offensive odours,
- Not to exhibit any poster, placard or advertisement of any kind in or about the flat nor hang or expose any washing, linden or clothing from the flat or in any part of the development,
- Not to obstruct or permit any act or thing which would interfere with the free passage and use by all others entitled thereto of the lift, staircases, landings, passages and other common parts of the development.

All residents MUST ensure they familiarise themselves with their lease's relevant part(s) regarding Rules and Regulations.

Security

Security is vital to any development, and to help protect yourself and the interests of other Residents, you should observe a few simple rules:

- Secure entrance doors after use.
- Do not give access to anyone appearing to be waiting for admission; always ask.
- Do not allow any visitor in just because they look respectable or friendly. If in doubt, leave the caller outside and speak to your ILM or Maintenance Officer.
- Always ask “official” visitors for their identity pass.
- Do not keep name tags or address labels on your keys; a telephone number should suffice.
- Use the door entry security system: it is there for your protection.
- Fire doors labelled as emergency exits and not in everyday use should only be used in emergencies.
- We advise you not to leave ground-floor windows or doors open at night or when you are out.
- If you do not recognise a caller on the door entry system, do not let them in.

It is crucial for your security and others only to allow access to personally known visitors.

Emergency Call System

This is an important feature and enables you to summon help in an emergency.

At Exmouth Court, this is a 24-hour emergency call system activated by a pendant, a personal alarm worn around your neck or wrist. If you pull a cord or press the pendant button, the call will go through to the Home Safeguard Team from East Devon District Council. You are advised to test your pendant at least once a month. (Please look after your pendant, as you will need to replace it at your own cost should it become damaged or misplaced).

Further information can be found on the EDDC website:

<https://eastdevon.gov.uk/housing-and-homelessness/housing-support-for-elderly-disabled-and-vulnerable-residents/home-safeguard-alarm-services/> or by calling 0330 678 2381.

If you have an emergency, please do not hesitate to press your pendant / wrist alarm.

In the event of a Fire

Your home was designed and built in accordance with the prevailing Building Regulations and other requirements relating to fire confinement and safe evacuation.

All fire control equipment is regularly tested and serviced by a specialist contractor. We also commission a risk assessment annually. The policy at Exmouth Court is a **“stay put if safe to do so” if the fire is not originating in your property.** This is to allow the Fire Service to evacuate in a safe and controlled manner should it become necessary. The stairs must be kept unobstructed to allow the Fire Service ready access to apartments and residents; therefore, it is vitally important not to investigate the source of the fire if it is not in your property. **You must not use the lift.**

If the fire is in your apartment, then you must come out, shut the door, and make your way down the stairs only, as **the lift should not be used in this event; immediately** proceed to the fire assembly point, which is **at the front of Administration Office at the top of the car park.** Only if you can, and without putting yourself in any danger, raise the alarm by pressing a fire alarm call point to sound the alarm and alert fellow residents. The apartments have fire doors that protect against fire for up to 60 minutes. Only qualified personnel, such as the ILM and Maintenance Officer, are insured to use the fire extinguishers.

We strongly recommend having your electrical goods PAT tested to reduce the fire risk inside your property. Please see your ILM for information on how to organise for this to be done.

Absence from Exmouth Court

If you leave your property for any length of time, say overnight, you should notify your ILM. Not only will this save time and worry in the event of an emergency, but it will also stop unnecessary worry on the part of the ILM if your presence is missed. Please ensure that all taps and electrical items are switched off/unplugged as appropriate. Spare door keys are held by the ILM at Exmouth House for use in the case of an emergency.

Door Entry System

A door entry unit is provided in all apartments, enabling you to speak with visitors waiting at the entrance door. Should you be happy with their identity, you have the facility to allow them entry into the entrance hall by operating the door entry system from your flat.

It is crucial for your security and others only to allow access to personally known visitors.

Lifts

There is a lift in the new block at Exmouth Court (flats 23-39). The lift is designed to accommodate passengers and for general transportation of furniture and effects for resident's assistance. Please do not overload the lift above its recommended weight.

Landlord / Managing Agent / Contractor Access to Your Property

There will be times when access to your property is required (for example, for fire safety checks or other maintenance surveys/works).

Other than in an emergency, we will provide **at least** 48 hours' notice to residents that access is required. Notice of access will usually be in writing to ensure that residents are aware of the necessary access and can plan accordingly. In cases of an urgent nature, we may provide notification face-to-face or by telephone.

Required access notifications will be sent from Alpha Housing Services or your ILM. When time is of the essence, and the ILM is unavailable and post notification unsuitable, another authorised employee acting on behalf of the ILM may give notice.



Communicating with us.

- Procedures
- Maintenance and Repairs
- Consultation
- Residents' Complaints Procedure
- Insurance

Communicating with us.

Procedures

In the first instance, we ask you to speak to your ILM. Your ILM will speak with the relevant person if they cannot answer your query.

You can write to us at Exmouth Court. We will aim to reply to your letter in full within seven working days of receipt. However, if the queries raised are complex or involve a lot of research, it may take longer to deal with the matter. In such cases, we will acknowledge your letter and give you a full response within twenty-eight days.

In some cases, it may be sensible for the ILM to visit you to discuss the contents of your letter. We may arrange this by prior appointment with you.

For emergencies outside of regular office hours, use your helpline system.

If your ILM is unavailable, Alpha Housing Services is available during regular office hours, 9.00 to 5.00 pm, Monday to Friday, at 01823 270661 or info@alphahousingservices.co.uk.

Maintenance and Repairs

Alpha Housing Services, with the ILM, is responsible for the maintenance and repair of the structure and communal areas of the site. To report a problem, please contact your ILM or the Maintenance Officer. We aim to complete general and straightforward maintenance and repairs within three weeks.

Consultation

Amica Care Trust accepts its responsibility to consult with Residents on the services it provides whilst fulfilling its obligations under the lease terms.

Alpha Housing Services will hold up to two general meetings with residents each year to discuss budgets, accounts and broader policies and procedures.

In addition, we will consult on any matter that is likely to significantly affect the quality of services or level of service charges, or that will otherwise considerably affect some or all Residents.

Residents' Complaints Procedure

We aim to give good service to Residents in a polite, fair, and efficient way. However, we recognise that things can occasionally go wrong. When this happens, please tell us so that we can improve our future performance. We are always receptive to new ideas.

Here is what we advise should be done if you have a complaint:

Stage One

We encourage all Residents to speak to their ILM in the first instance as we know most complaints can be dealt with and resolved on a "face to face" basis. The ILM may need to speak to the General and Senior Manager of Exmouth Court before an answer can be given. We aim to provide a response to your complaint within 28 working days of you making it.

Stage Two

If you are still not satisfied your complaint has been dealt with properly, you should write to Alpha Housing Services at their Taunton office. A response will be given within seven working days of receipt of your letter.

If there is a complaint to raise relating to the services of Alpha Housing Services, their complaints procedure can be found at:

<https://www.alphahousingservices.co.uk/complaints>

What if there is still a dispute?

If you have pursued a complaint through the above procedures and are still unhappy, you can contact:

The Property Ombudsman (www.tpos.co.uk) or

Citizens Advice Bureau (www.citizensadvice.org.uk)

Insurance

The Landlord fully insures the development on behalf of all residents. Insurance covers the building for fire and accidental damage, including decorations and any fittings or furnishings within the communal areas. The kitchen and bathroom within the accommodation will be insured under Amica Care Trust's commercial all-risks policy. However, should the Tenant be found negligent for any damage caused by flood or fire resulting from negligence or malicious damage, Amica Care Trust has the right to pass the cost on to the Tenant, subject to contractual Terms and Conditions. Please bear in mind that certain measures must be taken if your home is to be unoccupied for a period.

A public liability policy also protects residents from claims that may arise from accidents occurring to fellow residents or visitors in the communal areas or grounds. Where a lift is fitted, there is additional insurance, which also covers public liability. An Employer's Liability Policy covers injury to your ILM or Maintenance Officer, and a Professional Indemnity Policy is also maintained.

A copy of the Buildings Insurance Policy is available to all residents or Resident Associations on request from the ILM.

As indicated above, the service charge does not cover household contents insurance. It is therefore strongly recommended that you make your own arrangements for the insurance protection of personal valuables and the furniture and contents of your home to the full replacement value. We also recommend taking out personal liability insurance if you own a mobility scooter.



Money Matters.

- Income
- Service Charges
- Maintenance Reserve
- Accountancy Fee
- Miscellaneous Charges
- The Budget
- Invoicing the service charge
- Year End Accounts
- Bank Accounts
- Ground Rent
- Service Charge Consultation
- Qualifying Long Term Agreements
- Qualifying Works
- Major Works
- Payment for Major Works
- Major Works Consultation Procedure

Money Matters.

Income

Charges for private bookings of the Exmouth Court communal rooms will be credited to Amica Care Trust.

Service Charges

Service Charges are invoiced annually in advance, approximately a month before 1 April, for the ensuing 12 months.

The service charge is the amount you pay for the upkeep of the fabric of the building and the cost of services provided in accordance with the terms of your lease.

In more detail, the usual costs incurred, which make up your service charge, are as follows:

ILM and Maintenance Officer Costs:

- Salary and on costs
- Working Uniforms, tools, training, travel etc
- Telephone, line rental and business calls.

Emergency Alarm system costs, including:

- Monitoring charge/ Maintenance/Contracts

Maintenance and running costs of common parts, including:

- Cleaning of communal parts (labour and materials)
- Redecoration of internal and external communal areas
- Maintenance of paths and grounds (labour and materials)
- Window cleaning of communal rooms and exterior of apartment windows
- Lighting, power, and heating
- Light bulbs and sundries
- Provision and maintenance of equipment in communal rooms.
- Water and sewerage charges on behalf of the water authorities (Where applicable)
- Pest Control

Maintenance Contracts, including:

- Lifts
- Emergency lighting
- Fire prevention equipment
- Door entry system and emergency call systems
- Communal TV, internet, and other data/media equipment

Insurance, including:

- Buildings
- Communal equipment, including furniture, carpets etc.
- Lift (engineering)
- Public and Employer's Liability
- Professional Indemnity (as previously stated, the insurance does not cover the contents of your own home)

Maintenance Reserve

The development has a maintenance reserve to finance longer-term repairs, renewals, and minor improvements.

The recommended value of the fund is assessed by calculating the cost and lifespan of items which may need major repair or renewal in the foreseeable future.

You are required to contribute to the fund as part of your service charge according to the terms of your lease.

The Trust's policy for more significant works is to obtain two quotes from contractors before agreeing to hire. These quotes are made available through the regular newsletter from the ILM, which all residents receive.

Provision will be made in the fund for items of which the following are examples:

- Maintenance of the structure and fabric of the buildings
- Resurfacing of roads/car parks
- Renewal and maintenance of communal window frames
- Replacement of communal internal and external light fittings
- Renewal of fencing and gates
- Replacement of communal heaters
- Renewal of roof coverings and recovering of asphalt areas
- Replacement or renewal of such items as:
 - alarm systems
 - entry phones
 - lifts
 - TV aerials
 - telephone and broadband cabling
 - communal carpeting, furniture, and fittings
 - emergency lighting
 - refuse equipment
 - gardening equipment
 - cleaning equipment
 - maintenance and upkeep/replacement of all communal fixtures and fittings.

All Maintenance Reserve monies are held in trust. Any interest earned, net of tax, is credited to the fund.

Accountancy Fee

This is payable to independent qualified accountants who produce the developments Service Charge accounts.

Miscellaneous Charges

All other costs which are covered by the terms of your lease.

The Budget

How are the service charges calculated?

The service charge budget will be based, wherever possible, on actual expenditure in the previous periods, considering any inflationary increases or allowance for planned expenditure.

Many costs in the service charge are beyond our control-- e.g. the level of any future increases in the cost of gas, electricity, VAT, etc.-- so we can only anticipate any rises or reductions that may occur.

Before the end of the financial year, a draft budget is prepared for the estimated service charges for the next financial year.

Invoicing the service charge

The budgeted costs for the development are divided amongst the Lessees in accordance with the terms of the lease. If you live in a one-bedroom apartment, your share may be smaller than those occupying a two-bedroom apartment.

You will receive demands for service charges in accordance with the terms of your lease. Demands will generally be annually in advance.

It is requested that the Service Charge be paid by Standing Order. A mandate for completion will be supplied.

Year End Accounts

Once a year, we calculate the service charge payments you have made for the previous financial year, together with the actual costs of providing the services. We will issue you a statement showing a breakdown of the costs compared to payments. This will also show any creditor debt due, which will then be transferred into your accounts. We send out year-end accounts within six months of the end of the financial year.

If we fail to do this, you can request the most recent summary in writing. We must supply this information to you within one month of your request or within six months of the end of the financial year (31 March).

Bank Accounts

Monies paid in advance for the Exmouth Court service charges are deposited into a client account under the name of Alpha Housing Services re: Exmouth Court Client A/C. Any interest earned from the account is credited to the account.

Cheque payments are paid into our general client account (Alpha Housing Services re: General Client Account).

These bank accounts are interest-bearing and held with Metro Bank plc, One Southampton Row, London WC1B 5HA.

Ground Rent

Alpha Housing Services collects ground rent on behalf of the Landlord in accordance with the terms of the lease.

Flats 1 – 22 - Ground Rent is £10 per year, payable in advance by equal half-yearly payments on 25 March and 29 September every year.

Flats 23 – 39 - Ground Rent is £200 per year, payable in advance by equal half-yearly payments on 1 April and 1 October. The rent for flats 23-29 will increase every 15th anniversary from the initial rent date of January 2004. The decision was made to not increase the rent in 2019.

Personal costs

You are responsible for the payment of the following items in respect of your property:

- Internal decoration, repairs, and maintenance
- Electricity
- Gas heating (where installed)
- Television Licence
- Council Tax
- Telephone and internet charges
- Contents Insurance
- Internal window cleaning
- Charges for false callouts to intruder alarms, where installed
- Water and sewerage costs

Service Charge Consultation

It is your right to be consulted on how we manage communal areas and your home. We will always consult you on cyclical decoration and major works as described under the Major Works Consultation Section.

Apart from major works consultation, under the Commonhold and Leasehold Reform Act 2002, we have to consult all leaseholders, paying a variable service charge on two “qualifying” areas of cost:

Qualifying Long Term Agreements

This is an agreement or contract for a term of more than 12 months. These can include repairs, maintenance, cyclical works, servicing, improvement works, communal cleaning and gardening, contracts for lift or door entry/entry phone system maintenance, fire precaution equipment servicing, insurance, and utilities (if tendered).

We will consult where the contribution of any one leaseholder exceeds £100 (including VAT) in the account period of one year.

Where residents pay proportional payments (i.e. building insurance), we will consult with all residents if one or more residents are required to pay over £100 (including VAT).

Qualifying Works

This is covered under the Consultation for Major Works and is where residents would be required to pay £250 (including VAT) each or more.

Major Works

As the landlord, we are responsible for the upkeep, maintenance, repair, and improvement of your building. As such, from time to time, we will carry out major works to your block or estate to keep it in a good state. Major works are generally large projects designed to prolong the life of the building or estate in which your property is situated.

As a leaseholder, under the terms of your lease, you are required to contribute towards the cost of the works to the building or estate.

This includes works such as external decorations, re-surfacing of communal footpaths and parking areas, and roof, window, and lift renewals. Major works can take some time to complete. This type of work is sometimes referred to as planned maintenance.

Payment for Major Works

Your contribution towards the cost of major works is still a service charge under the terms of your lease but is also often mentioned separately and is known as a reserve fund (mentioned previously). However, if there is insufficient money in the reserve fund to meet the costs, you will be liable to contribute any additional amount to cover the expenses. This was agreed upon when you signed your lease and agreed to us maintaining the property and to make payment of any shortfall if there are insufficient funds from the regular monthly contributions.

Major Works Consultation Procedure

Under Section 20 of the Commonhold and Leasehold Reform Act 2002, we must consult you about any work costing £250 or more per leaseholder. We aim to ensure that you're involved in every stage, from start to finish.

The Commonhold and Leasehold Reform Act 2002 outlines the consultation procedures we must follow. This means we must send letters to all leaseholders who will have to pay for the work or services and to any recognised tenants' associations representing them. The letters we send you about these matters are all called Section 20 Notices.

For major works, there are usually three Section 20 Notices:

1. A notice telling you about the proposed work. It will describe the nature of the work, explain your right to suggest a contractor to do the work, invite your comments and tell you that you have 30 days to respond,
2. A notice giving at least two estimates from two contractors with another 30 days for your comments,
3. A final notice will be sent if the contract is not awarded to a nominated contractor or the lowest tender.

The Section 20 Notices contain information about what we plan to do, and they give you the opportunity to take part in the consultation. You have the right to:

- Send us your written comments about the proposals. We must carefully consider any observations we receive during the consultation period.
- Generally, you also have the right to nominate a contractor to tender for the work, providing they have the appropriate insurance and are experienced in the type of work being tendered.
- Ask questions and share your views. Where major work is planned, your ILM will usually organise a residents meeting for this purpose.



Selling Your Home.

Selling Your Home.

Your home is designed as part of a retirement community, so there are some restrictions on selling. However, your lease has been written to allow you to sell with as few restrictions as possible.

The important points are listed below:

- You can sell your home on the open market,
- You can instruct local estate agents, although no advertising board may be displayed,
- There is an age restriction of 60 years (flats 1-22) and 55 years (flats 23-39) for purchasers/owners and residents of this development or those with a Relevant Disability. Relevant Disability is classified as a physical disability only and does not include those with a mental disability,
- You must notify your ILM that you are selling and provide your estate agent's details,
- The ILM may keep a list of interested prospective purchasers,
- A 1.5% selling fee is payable to the Trust upon the sale of your property.

Questions and Answers

- Do you have to be a certain age to live in Exmouth Court?
- Do I own my own home?
- Do I stay in control of my household bills?
- Can I make alterations to my property?
- Will my home be looked after if I go away?
- Will I be able to stay in my home as long as I choose?
- Are there any social activities?
- Can I have Sky TV installed?
- What is the procedure if I decide to sell my property?
- What Services are covered by the Service Charge?
- Will the Service Charge increase?
- How do I pay for my Service Charge?
- What isn't included in the Service Charge?
- What additional services are available?
- What is the Reserve (Sinking) Fund?
- Can I extend my lease?
- Is there a Residents' (or Tenants) Association?
- Are pets allowed?
- Who is responsible for the redecoration of my property?
- Can visitors stay in my property?
- Where do I put my rubbish?
- Is there anywhere to park my car?
- Can I rent out my parking space?
- Is there anywhere to store and recharge a mobility scooter?
- Can I rent out my apartment?
- Can I change the lock on my front door?
- Can I smoke in my property?

Questions and Answers (other helpful information):

Do you have to be a certain age to live in Exmouth Court?

Yes, you do; these apartments are designed for anyone aged 60 years (flats 1-22) or, 55 years (flats 23-39) or over (or married/partner to someone over the relevant age). Ownership must comply with the age/disability restriction. Relevant disability is classified as a physical disability only and does not include those with a mental disability. No other persons, including family members (other than a spouse), under the restricted age are permitted to live in the property.

Do I own my own home?

Yes. Each property is sold on a long leasehold basis. (Your solicitor can tell you how long is left on your lease). It is your home, held as your asset – and, of course, you are free to sell at any stage, at full market value, so your capital is kept intact, and you can enjoy the benefits of a continued investment property of your own.

Do I stay in control of my household bills?

You are responsible for paying your own utility bills, council tax and television licence fee, as well as arranging your contents and personal belongings insurance. If you own a mobility scooter, it is recommended that you take out specialist insurance for this vehicle.

Can I make alterations to my property?

Minor internal alterations and improvements can be made to your properties with the Trustee's permission. Before work commences, permission must be requested by completing an online form via www.alphahousingservices.co.uk/contact-us/alterations-consent. Work can begin once permission is granted and the Trust has received the insurance details from your chosen qualified contractors.

Will my home be looked after if I go away?

All properties have a fire alarm linked to the central monitoring system. You are kindly asked to inform the ILM if you are going away.

Will I be able to stay in my home as long as I choose?

Our aim is to provide accommodation for you as an active, independent person. If you require personal home care at any point in the future, the ILM can provide you with information for acquiring local services. This service will be at your cost.

Are there any social activities?

A welcome sense of community can result from residents participating in social activities together. The communal areas are available for residents to use individually or for organised events, activities, or groups. The activities calendar is shared in the newsletter which is received by all residents.

Can I have Sky TV installed?

Please speak to your ILM to discuss this.

What is the procedure if I decide to sell my property?

You will be able to sell it on the open market. You will need to tell your ILM and give them the details of your estate agent. Any sale must consider the criteria that qualify potential buyers as residents. In this development, there is an age restriction for purchasers/owners. Please see page 54 for more information.

What Services are covered by the Service Charge?

- Building insurance
- External upkeep of the building
- Regular clearing of footpaths
- Servicing the lifts
- Equipment purchasing and repairs to enable office administration
- Servicing of CCTV, emergency call system, door entry systems, sliding doors, token-operated tumble dryer in basement and fire alarms

- Reserve Fund
- Window cleaning
- ILM
- Maintenance Officer
- Housekeeping for communal areas
- Maintenance of the car parking area
- Heating and lighting in communal and external areas
- Management and Sundry Charges
- Pest control

Will the Service Charge increase?

The Service Charge fee is reviewed annually and set at a level to cover all foreseen costs.

How do I pay for my Service Charge?

The payment method for the Service Charge is by Standing Order monthly in advance. Ground Rent is paid annually in advance.

What is not included in the Service Charge?

You own your apartment and are responsible for the water and energy bills associated with your home, as well as the council tax, television licence, and home contents insurance. Personal and Domestic Care is also not included. We also recommend taking out personal liability insurance if you own a mobility scooter.

What additional services are available?

The following services are available; please ask your ILM for the current rates.

Meals:

Main Meal; main Meal with Pudding, Supper, Hot Supper, Sandwich Tea
Christmas Dinner

Guest Room (per night)

Maintenance Staff (½ hour increments)

What is the Reserve (Sinking) Fund?

This fund is used for more significant expenses such as replacement windows, external decoration, lift refurbishment, etc.

Can I extend my lease?

Once you have owned your property for two years, the Trust has no objection to you applying to extend your lease by a further 90 years.

Is there a Residents' (or Tenants) Association?

A tenants' association is a group of tenants (normally leaseholders) who hold houses or flats on leases/tenancies from the same Landlord on similar terms. A Recognised Tenants' Association is one where the members have come together to represent their common interests so that the association can act on the tenants' behalf, and which has been recognised for the purposes of section 29 of the Landlord and Tenant Act 1985. An association is recognised by written notice from the Landlord to the association's secretary or by applying to a First-Tier Tribunal (Property Chamber).

There isn't currently a residents association at Exmouth Court.

Are pets allowed?

Residents may keep a pet dog, cat, or caged bird, subject to two conditions. Firstly, you are asked to speak with your ILM if you are considering having a pet. You will then be required to request permission in writing from Alpha Housing Services by completing an online form via www.alphahousingservices.co.uk/contact-us/pet-consent, and you must agree to sign our Pets Policy Agreement. Please ask your ILM if you require further information. Secondly, the pet must not cause a nuisance to neighbours, other residents, or the Trust. If such a nuisance occurs, we have the right to revoke the permission and ask you to remove the pet(s) from the complex.

Nuisance behaviour includes:

- Roaming and unattended animals – not included is one that may occasionally escape
- Pets fouling in communal areas which is not picked up immediately
- Excessive noise
- Unpleasant odour from pets
- Aggressive animals
- Fleas.

Usually, pets should not be taken into the communal rooms of Exmouth Court except guide or hearing dogs. Dogs must be kept on leads within the communal grounds and exercised off the development. Should your dog foul in the communal grounds, this must immediately be picked up and disposed of within your own household waste.

Please note that while bird feeders are permitted at Exmouth Court, we reserve the right to revoke permission if they cause a disturbance.

If you have visitors who wish to bring pets to the complex, permission should be sought in writing beforehand.

Who is responsible for the redecoration of my property?

External decoration is the Landlord's responsibility within a planned maintenance cycle. You are responsible for the internal decoration of your property.

Can visitors stay in my property?

Yes, they can, and we also have an en-suite guest room available for use or rent by the Trust and residents of Exmouth Court for their friends or relatives. Details of charges, reservations and further information are available from the ILM. The apartment is reserved on a first-come, first-served basis.

Where do I put my rubbish?

There are various communal bin areas located on the development for waste. All residents are expected to take their refuse to the bin area for collection. The local Council will require rubbish to be sorted for recycling, and we would be grateful for your assistance with this. If you need clarification on the collection days and times, please refer to your ILM.

It is clearly in everyone's interest that the bin areas are kept clean and tidy, and we would be grateful for your cooperation in ensuring that this is the case and that any dropped litter is picked up and deposited in the bins.

If you are unable to take your rubbish to the communal bins, we offer a collection service at an additional charge.

Is there anywhere to park my car?

Car parking is on a first-come, first-served basis. We request that visitors do not leave their cars in the car park if they are not staying overnight.

Is there anywhere to store and recharge a mobility scooter?

There is no formal space for mobility scooters within Exmouth Court. If you have a mobility scooter, you will need to keep and charge it within your flat.

Can I rent out my apartment?

Yes, you are permitted to rent your property to a relative (over the previously stipulated ages) on the understanding that once the relative no longer has need of the property, it is sold. The tenancy agreement must contain similar restrictions, stipulations, covenants, conditions and provisions.

We would require you to ask the Trust's permission. Permission must be obtained from Alpha Housing Services in writing by completing an online form via www.alphahousingservices.co.uk/contact-us/letting-consent.

Can I change the lock on my front door?

Not without the permission of the Trust. If you change your lock without permission, we will be unable to assist you during an emergency.

Can I smoke in my property?

Yes, as long as you do not endanger yourself or your fellow tenants. The Trust has a policy of no smoking in the communal rooms and areas of Exmouth Court. Smoking is also not permitted in the communal gardens.

Please Note: This Information Guide is an important reference document and should be retained in a safe place. It relates to those Independent Living complexes where Amica Care Trust is the Landlord and Alpha Housing Services Ltd is the Managing Agent. It is for information only, applies to properties in England and Wales, and does not purport to be a comprehensive statement of law. Alpha Housing Services Ltd can accept no liability for itself or on behalf of any Landlord for which it acts as an agent for any errors or omissions, or any loss or damage sustained by anyone acting in reliance on this document. Purchasers must rely solely on the advice of their own legal advisers. (January 2024)

