

new**hall**



WELCOME PACK
for
ALL HOME OWNERS
at
NEWHALL



Stiles Harold Williams
2016

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1. Introduction

Welcome to Newhall.

We would like to introduce ourselves as your Managing Agent. Stiles Harold Williams ('SHW') has been appointed as Managing Agent by the Landowner, Newhall Projects Limited, to be responsible for the day-to-day estate management services at Newhall.

SHW prides itself on pro-actively communicating information relating to the management services and on providing residents with a high quality property management experience. The information contained within this pack aims to give clarity and to answer any questions you may have regarding the services, the charges incurred, areas of the scheme to which they relate, and the contributions to be paid by each owner and the Landowner.

2. About Newhall

Newhall is highly unusual in this country. It is a large new residential community, created out of award winning contemporary housing, which is being designed with a completely new approach, where residents will be given the opportunity to play an active part in taking responsibility for the neighbourhood in which they live.

Newhall's development is consistent with the late Sir Frederick Gibberd's founding principles for the new town of Harlow, as it grows into a thriving and self sustaining 'Neighbourhood'. Formerly 250 acres (101ha) of farmland and woodland, comprising New Hall Farm, the present plan for the development is for some 2,800 new homes, while still preserving up to 40% of the land for amenity and open space use. A wide variety of housing types, together with parking, community facilities and light commercial and retail premises are planned by the landowners to be constructed over the coming years.

The land at Newhall is being developed in phases; Phase I, in which you live, is now completed, and comprises some 560 homes. Work for Phase II has now started, with key developments being driven by Bellway Homes & Linden Homes. We anticipate by the end of 2016, the site will comprise of approximately 800 units.

The thinking behind the development of Newhall is that, by taking extra care in all aspects of design, a high quality environment will be created for the benefit of all who live and work here.

Substantial areas of open space, in the form of parkland, lakes and woodland, are being retained to enhance the natural environment. Additionally, a number of community buildings are being created to enable residents to meet and participate in discussions on all matters relating to the communal areas, services and facilities. These areas will be known as the Estate Community Land. The Newhall Residents' Association will be established to ensure that all the original aims and objectives, the 'ethos' behind Newhall, are retained and enhanced, as the neighbourhood evolves and flourishes.

Approximately 40% of the original farmland will be retained as parkland and it is intended that every property will be no further than about one block away from parkland or greenery. It is envisaged that the existing streams, woodlands and grasslands will be retained, so that a natural environment will be preserved and enhanced for wildlife.

Careful consideration has been given to the planning of the road systems and adjacent landscaping and, over the coming phases, footpaths, woodland, parkland, play areas, lakes, and the Community Centre will be created for the benefit of the residents and visitors. There are currently two play areas located on St Nicholas Green and a new one being built currently on New Pond Street.

There are also plans for a further play area to be built in the near future near the bridge in the woods and others will follow across the development as each major phase is completed. We envisage a further 4 will be constructed over the next few years.

Once complete, the Community Centre, in addition to providing meeting facilities for residents, will be available for hire.

3. Stiles Harold Williams

SHW specialises in managing prestigious residential estates, blocks of apartments and commercial property.

As a business of Chartered Surveyors, SHW is regulated by its Governing Body, the Royal Institution of Chartered Surveyors ('RICS'), and abides by the Residential Management Code of Practice, approved by the Secretary of State of England and Wales, under the terms of Section 87 of the Leasehold Reform Housing and Urban Development Act 1993. We are also regulated in the conduct of insurance business by RICS.

SHW is a Corporate Member of the Association of Residential Managing Agents ('ARMA') which seeks to promote high standards of management and its members are, amongst other duties, obliged to hold professional indemnity insurance and observe a Code of Practice.

Each year, SHW must provide both of its professional bodies with evidence of sufficient Professional Indemnity Insurance and copies of Independent Auditor's Reports of our Client Accounts.

The day to day management of Newhall is undertaken by SHW's London office, and your dedicated Property Manager is Niall McGuinness, whom is a Senior Property Manager and Partner, Niall has a dedicated Assistant called Fleur Best who will be on hand to help where necessary.

As the appointed agent, SHW has sufficient resources to provide the management services required to maintain Newhall to a high standard. Coupled with this expertise, SHW's dedicated Client Account team will work in conjunction with Lisa. In addition to collecting the Service Charge contributions from all Leaseholders and Freeholders, it will be our responsibility to deal with the day-to-day management of Newhall, including the appointment of all service and maintenance contractors.

4. Our Contact Details

The Property Management Team

Niall and Fleur will visit Newhall on a weekly basis to carry out inspections with contractors, thereby ensuring that they are completing their duties diligently and in line with any agreed specification of works. These inspections will include overseeing repairs and any other issues regarding the management of Newhall. They will be responsible for the preparation and issue of specifications for contracts, such as landscaping, which form part of the appointed contractors' monitoring process and performance assessment.

Niall and Fleur will be your main points of contact for any queries you may have regarding the external estate areas of the development, together with the internal communal areas of the blocks of Flats forming part of North Chase (including the Moat building on Albertine Street), along with the Copper Tower and Park Apartment buildings. Their contact details are as follows:

Stiles Harold Williams
Venture House
27-29 Glasshouse Street
London, W1B 5DF

Niall McGuinness;
T: 020 7389 1521
E: nmcguinness@shw.co.uk

Fleur Best;
T: 020 7389 1507
E: fbest@shw.co.uk

Service Charge Administration

The service charge year end for Newhall is 31 December and, each year, your Service Charge contribution is paid quarterly in advance, on 1st January, 1st April, 1st July and 1st October.

Your dedicated Service Charge Co-ordinator, Mrs Val Harman, is SHW's Head of Client Accounting, and she will oversee the accounts for Newhall. Val will work with Lisa in the preparation of your Service Charge statement.

If you have any queries regarding your Service Charge account, please the Property Management Accounts Department at:

Stiles Harold Williams
One Jubilee Street
Brighton
East Sussex, BN1 1GE

T: 01273 876200

SHW is upgrading its accounting software, which will allow you to gain direct access to your individual property and accounting records. This upgrade will also allow you to check any arrears, personal details, all at your convenience. Currently, SHW accepts Service Charge payments by telephone, using your credit or debit card. Once the upgrade has been completed, you will also be able to pay on line.

Service Charge Budgets and Accounts

At the start of each Financial Year, a Service Charge Budget is prepared and a Service Charge Invoice is raised, in accordance with the terms of your Lease or Freehold Transfer.

- You will be issued with your Service Charge Invoice, together with a copy of the annual Service Charge Budget, with detailed Notes of Explanation clarifying the extent of the management services and associated costs to be provided at Newhall.
- The invoice will be issued quarterly, some four weeks before your payment due date. This enables us to answer any queries you may have, before your payment is due.
- Your contribution, along with that of your neighbours, collectively makes up the Service Charge Fund, and it is this communal fund which serves the Estate and provision for services thereon. The Service Charge Fund is the only income available to meet the service and maintenance liabilities at Newhall and should payment not be received, in accordance with your Lease and

Freehold Transfer, we may be unable to pay contractors and service providers.

- Methods of paying your Service Charges can be found on the reverse of the invoice.
- At the end of the Financial Year, the Service Charge Fund is certified and Accounts are produced to Trial Balance. Thereafter, Service Charge Statements of Expenditure are produced by independent Accountants and circulated to all leaseholders and house owners.
- At the end of the financial year, if the expenditure has exceeded the amount estimated in the Service Charge Budget, an additional levy may be required to balance actual expenditure against the budgeted figure, although this could be offset against reserves that have been accrued from previous accounting periods, given that previous surpluses have been applied to reserves.
- At the end of the financial year, if the expenditure is less than the annual Service Charge Budget, then the accounts will show a credit, and this will be detailed as a credit balance on your individual Tenant Account Summary and carried forward to offset future expenditure.
- If you sell your property before the end of a Financial Year, or during the period for which the Service Charge has already been invoiced, you remain liable for payment of the full sum demanded. Your Solicitor will claim a share from your purchaser at the point of sale. Under the terms of your legal documentation, you are required to notify us, as your Managing Agent, if and when you are intending to sell your property. Similarly, if you have an invoice that shows a sum due from before your purchase, your Solicitor should have claimed this from the vendor, in which case, please address your queries to the Solicitor who acted for you in your purchase.
- All Service Charge monies held by SHW, as Managing Agent, are placed in designated and separate Client Bank Accounts, bonded by the RICS Clients' Money Protection Scheme.

When you are thinking of selling your property:

Under the terms of your legal documentation, issued at the time of the purchase of your property at Newhall, certain information is required to be submitted when you sell. This includes details of the date of completion, so that we shall know when your responsibility for Service Charge payment ends and when your purchaser's liability for payment begins.

If you believe you are going to sell your property before the end of a Financial Year, or during the period for which the Service Charge has already been invoiced, you are still liable for payment of the full sum. Your Solicitor will then claim a share from the purchaser at the point of sale.

5. Duties of the Managing Agent

As Managing Agent, SHW's role can be summarised as follows:-

- Advice on and calculation of the Annual Estate Service Charge Budget, showing the estimated and itemised expenditure in respect of the management of the Estate. Items may include, *inter alia*, public liability insurance for common external areas, grounds and landscape maintenance, and building repairs to communal external parts.
- Collection of Service Charges, in accordance with the terms of individual leases or freehold transfer documentation.
- Payment to contractors for works associated with the common external areas of Newhall.
- Maintaining financial records and preparing year-end accounts for independent compilation and certification.
- Instruction and supervision of repairs to the structure, plant, fixtures and fittings, on a day-to-day basis and in accordance with covenants contained in leases and transfer deeds.
- Production of specifications, such as for the landscaping, and competitively tendering for annual contracts. These specifications will state the full breakdown of works required for each contract placed.
- For larger elements of capital works, appointing building surveyors to specify and tender the works competitively, whilst SHW reports to its Clients, before serving appropriate Consultation Notices complying with the Landlord and Tenant Legislation.
- Regular inspections and meetings with contractors at Newhall.
- Placing buildings, engineering, mechanical & plant, and public liability insurances for the property, by SHW's Insurance Department, where required by the freeholder.

- Placing Leasehold Legal Expenses Insurance. This policy meets the cost of the Management Companies in defending any application made to the Leasehold Valuation Tribunal by a leaseholder or freeholder.

6. Your Responsibilities as a Home Owner

If you are an owner of a freehold house, you are responsible for the maintenance, repair, re-decoration (in accordance with the original design), building and contents insurance of your property.

Whether you live in an apartment or a house at Newhall, SHW strongly recommends you to arrange insurance for the contents of your home, because your own possessions, furniture and equipment are not covered by the public liability insurance, arranged by SHW.

The difference between communal liability and individual liability is dealt with in detail in individual leases or freehold transfer document (TP1). This is always the first document to check, when in doubt of liability. You may also refer to your original conveyancing solicitor.

Please understand your lease or transfer document, because this identifies your responsibilities.

All home owners have common Restrictive Covenants contained within their leases or freehold transfer documents, which will have been drawn to your attention by your solicitor at the time of purchase. These set out the day-to-day 'household issues' associated with communal living. These will also explain your obligation to contribute to a proportion of the cost of the Estate Service Charge.

The documentation may include covenants relating, *inter alia*, from pets, noise and loud music, hanging out of washing, car parking, parking of commercial vehicles for running a business, and to the display of For Sale or To Let boards. For a definitive list, please refer to your lease or transfer documentation.

However, the Newhall Project Centre can also offer advice and assistance as to which restrictions and estate regulations affect each property, along with guidance on keeping to the original design and using the original material when redecorating, maintaining or repairing your property.

In addition, Chapter 10 of this Welcome Pack contains some of the more common Restrictions and Regulations to which all owners within Newhall

must adhere.

7. Who's who at Newhall

Newhall Projects Limited is the Company created by the landowners of Newhall. The previous land use was farming and the land has been in the same family for four generations. It is Newhall Projects Limited, who facilitates the disposal of each land parcel to developers.

The directors of Newhall Projects Limited are members of the original family; they have fond memories and a lot of respect for the farming family, with strong connections and attachment to the land and believe they have a responsibility to the quality and design of what will eventually replace the farmland. This is fundamental to their directors' vision of the development of Newhall.

The design of Newhall began through partnering with the much respected Roger Evans Associates, as design architects, who developed the urban design Master Plan for the scheme.

Newhall is conveniently located to the Governments planned Enterprise Zone – Enterprise West Essex @ Harlow. The 51 hectare Enterprise Zone is on two sites at Templefields North East and London Road. The investment will be used to develop a new Life Sciences Medtech Innovation Centre alongside the existing Nortel Campus at the London Road site. The investment could also support enabling infrastructure and site preparation works at London Road to enable 22,000 square metres of high grade office space.

The Enterprise Zone in Harlow will focus on businesses from the Health and Allied Industries, Advanced Manufacturing and Information Communication Technology sectors and has the potential to create up to 5,000 jobs.

Newhall Residents' Association

The development currently envisages some 2,000 homes. The legal structure has been created from the outset to incorporate the Residents' Association which, in time, will have a role in the management of the Newhall Community Centre, landscaping and the estate in general.

It is envisaged that the first Society representing the first phase will be created to allow residents an active involvement in Newhall. This will coincide with the opening of the Community Centre building, which is due for completion in 2017.

To date, Newhall Projects Limited has contributed significantly to the Service Charge payments for the maintenance and servicing of the completed Estate Community Land.

At present, Newhall Projects Limited controls the Residents' Association and structure, acting on behalf of the community as a whole. When formed, the Newhall Residents' Association will be a corporate body and will have responsibility for the estate in perpetuity. This Company will be the focal point of the community as a whole.

Officers of the Company will consist of three professional consultant members, appointed by Newhall Projects Limited, and six residents, who will be nominated by their neighbours to join as committee members of the Association, to work with the Council of Management.

8. Parking at Newhall

Various parking areas have been provided within each phase, including allocated parking bays, undercroft parking and garages. An estate-wide parking enforcement initiative was introduced early in 2013, with the principal aim of addressing inconsiderate parking contraventions across the estate. Such contraventions include parking on pavements and kerbs, obstructing junctions, and parked commercial vehicles, which are only permitted to be parked in garages.*

Parking enforcement is carried out under a cost-neutral contract, by Parking Control Management ('PCM'), whose patrols are randomly undertaken. If you have any parking or enforcement queries or concerns, please contact PCM in the first instance, as follows:

Parking Control Management
The Courtyard
1a Cranbourne Road
Slough, Berkshire
SL1 2XF

T: 01753 512603

E: andrew.o@pcm-uk.co.uk

Please note that any vehicle in contravention of the rules faces the risk of a £100 enforcement ticket. The fine will be reduced to £60, if paid within 14 days of the date of issue.

Any disputes need to be addressed directly to PCM. Neither Newhall Projects Ltd nor SHW can be involved in any disputes. They do not have authority to cancel or mitigate PCM fines.

Note also that, if you are having work carried out at your property and the tradesperson has a commercial vehicle, you or the driver will need to contact PCM in advance, to obtain an authorisation code to park on the estate for a limited period of time. The same rule applies to any visitors who may be driving a commercial vehicle on to the estate.

The aim of the Newhall Estate is fundamentally for Harlow Council to eventually adopt all of the roads (with the exception of a few small roads which you cannot drive down). Currently, the two roads that have been successfully adopted are The Chase and Great Auger Street. Unfortunately, PCM cannot patrol these areas as they have no authority to apply a fine on adopted roads.

If you witness a parking contravention that needs reporting on one of the adopted roads, please kindly contact the councils appointed parking authority:

North Essex Parking Partnership
www.parkingpartnership.org
parking@colchester.gov.uk
Tel: 01206 282316

**Until further notice, a concession allows commercial vehicles to park in allocated parking bays, driveways, car ports or the private car park adjacent to the hairdressers, whilst alternative parking arrangements are made for the future. This does not extend to street parking, where the prescribed restrictions will apply.*

9. Q&A's

Question 1:

“What is the definition of the estate, and to which areas within Newhall does this relate?”

Answer:

The land is defined in each of the Legal Transfer documents. The land and each further phase of the development, within 25 years from 2001, will form part of the estate. For this reason, Newhall Projects Limited contributes significantly to the costs and will continue to do so, until the development has completed.

Question 2:

“I have to pay Council Tax, so why is the maintenance of Newhall not covered within my Council Tax? Am I entitled to a Council Tax reduction as a result?”

Answer:

For a number of years, local authorities have been reluctant to adopt and therefore maintain in the future, public open space areas created in new developments. In essence, this is because, when an authority takes on this responsibility, it becomes responsible for all upkeep costs. Nowadays, it is commonplace for developments that incorporate public open space areas to maintain them privately, as is the case here at Newhall. The local authority does not offer reductions in Council Tax to owners on such developments.

Question 3:

“If we are paying a maintenance charge for the upkeep of the communal open spaces, then is Newhall a private estate? If it is, then why can't we have gates fitted at the top of The Chase?”

Answer:

The roads are to be adopted by the local authority and open for public access, so others apart from residents and their guests can enjoy the green open spaces within Newhall. This is a planning condition, imposed by the local authority, so it is not possible to install gates.

Question 4:

“Which areas will be adopted, and when? When these areas have been adopted, will the Service Charge be reduced accordingly?”

Answer:

The main access roads into Newhall, leading to other areas of the development, some pavements, junctions, squares, driveway access points, (with one or two minor exceptions), are adopted by the local authority. However, some pavement lighting, parks, play areas, street trees and plantings are not adopted. Therefore, these latter areas form part of the maintained areas of the estate, for which Service Charge contributions are collected from each property.

Question 5.

“Isn’t the maintenance and upkeep of the roads the developer’s responsibility, until they are adopted? If so, why are we paying for this?”

Answer:

The local authority has taken over responsibility for some of the adopted roads. However, residents contribute funds towards matters which, *inter alia*, include litter-picking, staining (such as oil spills) to be removed, or bulk refuse to be removed on the adopted roads. All this aims to provide a pleasant environment for residents and visitors. Until further roads are adopted, Newhall Projects Limited, or the relevant land parcel developer, will continue to maintain the road surfaces to the original highway standard. Note that the only roads adopted so far are The Chase and Great Auger Street. Please also note that the maintenance of the roads and pathways forming part of the SLO/Futureform Development are to be maintained by the relevant developer. This will endure until they are fit for handover to the authority’s Estate Management Team and for adoption thereafter.

Question 6:

“Can you confirm if the Service Charge will increase and, if so, by how much?”

Answer:

Service charges invariably increase, as commodity and supply costs rise, and so we anticipate increases in the Estate Service Charge in the future. Once completed, the community facilities will consist of a Community Centre, Sports Pavilion, School, Nursery, waterway, additional children's play areas, and a variety of retail units. Every annual Estate Service Charge will reflect a fair and reasonable increase, as appropriate, to make an allowance for amenities and facilities which will be completed in that financial year.

Question 7:

"When I purchased my property, I was not informed that I would have to contribute to the Estate Service Charge".

Answer:

Your solicitor has a legal obligation to explain your legal documentation, so that you fully understand your covenants with regard to your liability for the payment of Service Charge. If this issue was not discussed when you completed the purchase of your property, you may need to contact your solicitor.

Question 8:

"What is Newhall Projects' responsibility and what are the responsibilities of the Managing Agent? Who do I go to with my query?"

Answer:

SHW is your Managing Agent, instructed by Newhall Projects Limited, to manage the communal external areas within Newhall. Therefore, all such queries should be addressed to SHW. If the query relates to a maintenance issue, this will need to be raised with your Property Manager, Lisa Doorbar. If the query is regarding your Service Charge account, then this must be raised with Mrs Val Harman, at SHW's Accounts Department, in Brighton. If any queries received are for the attention of Newhall Projects Limited, SHW will forward this on, requesting their response to you.

Question 9:

“When will the Residents’ Association come into effect?”

Answer:

Once a critical number of units have completed in Phase II of the development, and when the infrastructure is in place, particularly the completion of the Community Centre, the Residents’ Societies can be formed. In preparation for the formalisation of the Residents’ Societies, details will be issued to all residents at the appropriate time.

Question 10:

“Why is Newhall Projects Limited making decisions on behalf of the residents? How can we have our say?”

Answer:

Until the Residents’ Societies have been formed, Newhall Projects Limited has overall responsibility for Newhall. At present, Newhall Projects Limited meets the majority of costs to maintain the open green spaces within Newhall. When the Residents’ Societies have been formed, residents will then have the opportunity to voice their opinions in the land parcel where their Residents’ Society is located.

If any resident has any queries or concerns for the attention of Newhall Projects Limited, please forward to your Property Manager, Lisa Doorbar, who will raise the issue with Newhall Projects Limited.

Question 11:

“I maintain my own front garden, why do I have to pay to have my front garden maintained? Is Newhall Projects Limited legally allowed to do this?”

Answer:

In Phase 1, the front gardens of properties in such a prominent location that they benefit the whole estate aspect, have not been conveyed to the property owners. Instead, for now, those gardens are being maintained by Newhall Projects, at a cost to each owner.

In a minority of cases, there are some properties where the front garden has been conveyed with the individual houses, whose owners wish to maintain them themselves and they must do so to the highest standard.

However, where some owners who do not maintain their own garden, the landscape contractor is prepared to do so, but does not charge any extra to the Estate Service Charge. This is to ensure a consistent good appearance of the front gardens, benefitting the community as a whole.

Question 12:

“Are there not covenants to prevent people from making external alterations to their home? I’ve noticed a few alterations on site that are not in keeping with the overall style of architecture. What is Newhall Projects Limited doing about this?”

Answer:

There are restrictive covenants controlling the external appearance of the properties, which safeguard the unique architectural spirit of the scheme. Whilst there is a presumption against any alterations, applications can be made for alterations to Newhall Projects Limited.

Where properties have made alterations without consent, they will need to rectify these prior to any sale. In extreme cases, legal action may be taken, where there is a need to maintain the quality and design for the benefit of all.

Question 13:

What should I do if I have a complaint?

Niall McGuinness, Partner of Stiles Harold Williams, is your main point of contact if the complaint cannot be resolved by your Property Manager, Lisa Doorbar. His details are as follows:

T: 020 7389 1500
E: nmcguinness@shw.co.uk

10. Restrictions and Regulations

The following provides information regarding the Restrictions and Regulations, detailed within your Lease. These restrictions and regulations may be updated from time to time and you will be notified by SHW whenever this happens.

Television equipment/aerials – Phase I

You are not permitted to attach any aerial, satellite dish or other communications apparatus to the exterior of any communal building, without the landowner's consent. There is a communal system in place that serves the whole of Phase I, save for those properties that were constructed by Barratt. The Barratt properties are: 1-20 The Chase (odds), 22-44 The Chase (evens) 1-6 Alba Road, 1-2 Basil Mews, 1-2 Reginald Mews, 1-2 Square Street, 1-3 Maypole Street, 1-5 Green Street, 1-4 Crossways, 1-33 Soper Square, 1-5 St Nicholas Green. If you are experiencing any problems with your TV or satellite reception, please contact SHW, in the first instance.

Please note that Shared Dish Systems are the approved engineer for Newhall, whose contact details are as follows:.

Shared Dish Systems
Victoria House,
28-32 Desborough Street
High Wycombe HP11 2NF

T: 01494 565085

Television equipment/aerials – Phase II

For residents at Phase II 'Fusion', please note that you are not permitted to connect to any external sky dish or aerial. Bellway have installed BT Fibre Optic inside your home.

The Bellway developments provider for television and media is BT Fibre optic therefore the section relating to Sky connection does not apply.

For residents at Phase II 'Edge' please note that you will need to contact Pentland Estate Management on tel: 01455 882 654 as this system is completely independent to that for Phase I. The Property manager is: Craig.Covell@gallifordtry.co.uk.

Noise/nuisance

Please avoid creating noise in your home, or elsewhere on the estate which may cause annoyance to other residents or visitors. No noise should be audible outside your property and your Lease and Freehold Transfer will state the antisocial hours.

You are not permitted to behave in such a manner as to be a nuisance to the owners or residents of adjoining properties, or to the general public.

Windows

You are not permitted to change your windows, without obtaining consent from Newhall Projects Limited. You are not permitted to hang clothes, flags or other items from windows, though curtains or blinds suitable for a residential dwelling should be hung internally.

Signage/notices

You are not permitted to erect or to allow any other party to erect 'For Sale' or 'To Let' signs for the first two years after completion of the purchase of your property.

After this, you must comply with the general restrictions of Newhall. Information about up to date restrictions will be available from the Newhall Project Centre.

Private rear gardens

If your home has a private rear garden, it is your responsibility to maintain the planting and landscaping within it. Please note, however, that no plants may be removed that were incorporated into the garden as part of the original planning permission landscaping scheme. Details of this can be checked in the Newhall Project Centre.

You must not plant any *chamaecyparis leylandii*, or similar fast growing conifers in your garden. You must not leave garden waste on any part of Newhall, other than areas designated for that purpose.

Front Gardens

If your home has the benefit of a front garden, it is or may be subject to a condition that the Newhall Residents' Association maintains it, via the Managing Agent.

Because your front garden was designed with the overall planting scheme for Newhall in mind, you are not permitted to make any changes to the hard or soft landscaping or layout of the front garden.

However, should you wish to make any changes, completed details of the design layout and chosen specimen planting for such changes must be submitted to Newhall Projects Limited, for their consideration.

Walls, fences and other boundary delineations

Generally, walls dividing two attached freehold properties will be party walls and a shared responsibility between the two properties. Walls and fences dividing garden or recreational areas will be the responsibility of one of the properties adjoining, as indicated on your transfer plan.

Any repairs or maintenance of party walls or boundaries are the responsibility of the owner of each property sharing the wall or boundary and each owner must contribute equally to the costs or and works. The required works must be agreed and arranged between each property owner.

Your original purchase documentation will provide details of the areas shared with your neighbour. For further assistance, please contact the Newhall Project Centre, whose staff will research the details of each boundary or party wall, to confirm your responsibility and the likely works that will be required in future years.

Alterations

You are not permitted to carry out any external alterations, or additions to your property, without having previously obtained written consent from Newhall Projects Limited.

This means that you cannot build any extensions or conservatories, or change the external design or decoration of your property, without obtaining the written consent of Newhall Projects Limited. Such consent is entirely at the discretion of Newhall Projects Limited and any approval given will be on a case by case basis and should not be seen as setting a precedent.

In all cases, refusal of permission by Newhall Projects Limited takes precedence over local authority Planning Department consent, so it is advisable to consult with Newhall Projects Limited before approaching the local authority.

External Decoration

Newhall is an award winning scheme, based on design and finishes that enhance and maintain the presentation of the entire development.

Many of your neighbours bought into the development because of the holistic approach of the design, specification and standard of finishes applied to the properties, to present a consistency approach to presentation of each component part.

For this reason, you are restricted in any changes you may wish to make to the type, colour or quality of the external materials used in the original construction of your property, without obtaining the previous written consent of Newhall Projects Limited.

This means, for example, if you wish to change the style or colour of the front door of the property, you must first obtain written consent from Newhall Projects Limited.

Consent will only be given where, in the opinion of Newhall Projects Limited, and its professional advisors, the changes are consistent with the overall Newhall design scheme.

Some property owners have already undertaken work to the exterior of their property, without first seeking written consent from Newhall Projects Limited. To comply with the conditions laid down in the transfer or lease documentation relating to your purchase, it will be necessary to seek retrospective consent.

In cases where alterations are not consistent with the overall Newhall design scheme, you will be obliged to reinstate the work to a standard and design consistent with the wishes of Newhall Projects Limited.

Property owners who have undertaken such works will be contacted regarding this and you should be aware that if changes are not in keeping with the original design, or are considered inappropriate, you will be required to revert to the original design specification.

If you are unsure on the colour of paints used, please contact your

Property Manager, from whom details of the relevant colour palette can be obtained.

Outbuildings

You may not erect any sheds, greenhouses, playhouses or other structures in any garden, patio, driveway or other open space forming part of your property, without obtaining written consent from Newhall Projects Limited.

Refuse

To maintain the overall presentation of the development, no dustbins or refuse bags may be placed in the front of the property, except on such days as are recognised as a refuse collection day.

Bulky collections/Fly Tipping

Harlow Council offers a bulky collection service to pick up unwanted household items.

Electrical items, such as washing machines, fridges, fridge freezers, ovens, microwaves, hoovers and computers can be recycled and so are free to book. Please do not dump any such items in the bin stores or anywhere else on the development, as these will not be collected and the Service Charge will need to be used to pay for a private contractor to dispose of the items.

Non-electrical items, such as furniture and smaller household items, which are not currently recycled by the Council, are chargeable for collection. The charge per booking depends on the quantity. However, prices are reasonable.

You can book a bulky collection online, at:

[https://selfserve.harlow.gov.uk/access_interception?destination=no de/54](https://selfserve.harlow.gov.uk/access_interception?destination=no%20de/54)

Or you can contact Harlow Council, at:

<http://www.harlow.gov.uk/contact-harlow> or by calling 01279 446655

Balconies

You are not permitted to hang clothes, flags, window boxes or other items from windows and balconies. You are not permitted to use a barbeque, as this is deemed both a Fire Risk and a smoke nuisance to your neighbours.

Signage/notices

You are not permitted to erect or to allow any other party to erect 'For Sale' or 'To Let' signs for the first two years after completion on the purchase of your property.

After this, you must comply with the general restrictions for Newhall, which state that any boards are to be affixed to the property. The majority of local estate and letting agencies are aware of this restriction. Any boards found to be in breach of the restriction imposed will be removed, without warning, by the Estate Management Team.

Permitted Use of the Property

The property may only be used as a private residential dwelling, or where relevant and subject to planning restrictions, a live/work unit. You are not permitted to carry out any trade or business, or manufacture of goods whatsoever, at the property, without the written consent of Newhall Projects Limited.

The only currently permitted business use is for a profession or consultant, such as solicitor, doctor, dentist, private teacher, accountant or architect, where appointments are required to consult with the resident professional.

Vehicular Use at Newhall – access and parking

You must ensure that all vehicles brought on to Newhall are roadworthy and comply with the requirements of the Road Traffic Act and other relevant legislation. This means that the vehicle must be taxed and insured and in a roadworthy condition.

No maintenance of vehicles is permitted on the roads or access ways, save for checking oil and water levels. Oil changes or any works to paint or bodywork are not permitted.

Any garage forming part of the property should only be used for the garaging of a private motor vehicle. It is not permitted to change this facility into a room for use as additional space within the property. This is a condition of the approved Planning for the development.

Limiting the ability to park your vehicle in the garage provided results in additional and unauthorised congestion of the access roads and pathways.

If you have made any changes, you will be required to re-instate the garage to its intended use.

Your vehicle must not obstruct in any way the roadways serving your or your neighbour's property.

You must not park any commercial vehicle exceeding 25 cwt., any caravan, motor boat, or any vehicle bearing any sign or advertisement within the Newhall development, other than in a garage, unless for the purposes of loading or unloading goods and deliveries by a supplier.

Commercial vehicles, caravans or motor boats are only permitted to be left or parked within any garage forming part of your property, with the garage door kept closed when not in use for accessing the garage.

No vehicles may be parked on the estate, save in the designated visitor's spaces or car parking bays.

Public Open Space

The Public Open Spaces within Newhall form approximately 40% of the original farmland. This is to be retained as parkland and it is intended that most properties will be within about one block away from parkland or greenery.

The existing streams, woodlands and grasslands will be retained, so that a natural environment will be reserved and enhanced for wildlife.

The public open spaces at Newhall are generally for the benefit of all residents and visitors, and are maintained by the Managing Agent, instructed by Newhall Projects Limited, acting on behalf of the Newhall Residents' Association. You must not plant, cut or remove any tree or plant in the landscaped areas, or otherwise interfere with the landscaping.

Horses must be ridden or led only along vehicular carriageways or dedicated bridleways. Horse riding is not permitted on open green space, pathways or play areas. Dogs are not permitted to roam freely on these areas and must be kept on a leash and under control at all times.

All dog litter must be cleared up and placed in the appropriate receptacles. These are emptied by the Estate Management Team at regular intervals.

Where signage is displayed, this must be abided and not defaced.

No fishing is permitted in any of the reed beds, streams or ponds at Newhall. Please report any such activities to SHW.

The shooting of any game or animal within the open spaces at Newhall is not permitted. The use of the open spaces is for residents, their guests and children and visiting public to peacefully enjoy and the use of guns or other weapons is strictly prohibited.

11. Glossary of Terms

- **Assignment** – The transfer of a lease from one person to another, usually by sale. Conditions regarding the transfer may apply. Conditions will be contained in the Lease or Transfer Documentation.
- **Breach** – The breaking of an agreement or contravening of a clause within an agreement; failure to do what a party says he/she will, or will not do, in an agreement.
- **Clause** – Sub-division of a document, to contain certain terms or provisions of an agreement or contract. Usually numbered consecutively and sub-clauses may follow.
- **Community Centre** – The farm building, converted for the benefit of all who live at Newhall, which will form the community facilities, as well as being the location for the Estate Office.
- **Contractual Obligation** – A legal obligation imposed and, if not complied with, breaches the agreement.
- **Conveyance** – The legal transfer of a freehold property, from one person to another, usually by sale.
- **Covenants** – The terms contained or implied in a lease or transfer, which cast positive and negative obligations on the parties to the document.
- **Deed** – A formal written legal document, which must make clear that it is intended to be a deed. The main requirements are that it must be signed by its maker in the presence of a witness or, at the maker's direction, in the presence of two witnesses. A deed normally takes effect on delivery, which consists of handing it to the other party.
- **Demise** – A legal term, meaning to lease for a period of time e.g. "the Lessor hereby demises to the lessee all that ground floor flat known as.....". The property demised is referred to as the demised premises and the lease should contain a full description of the property, plus a plan annexed to the lease. A precise definition of the demised property is particularly important when it comes to

determining who is responsible for repairs and maintenance, particularly such things as window frames, glass, front doors, bathroom fittings, etc.

- **Estate Service Charge** – The service charge, payable by all owners at Newhall, towards the upkeep of the communal areas in this development.
- **Freeholder** – The outright owner of the land. A freehold is the strongest form of title over land, under English Law.
- **Leaseholder / Lessee** – The person who acquires the lease of a property for a fixed term.
- **Landlord/Lessor** – The owner of a Building, who leases the properties within a building to the Leaseholder. The Lessor is not always the freeholder of the land.
- **Managing Agent** – An organisation, appointed by the freeholder or Landlord/Lessor or Management Company/Residents' Association, to carry out some or all of the management responsibilities imposed under the terms of the lease.
- **Management Agreement** – A legal contract, appointing a managing agent. This document details the duties and fees payable for the services the agent provides.
- **Management Company** – A Company, whose main purpose is the management and administration of a block of flats and /or an estate.
- **Payment on Account** – An interim or advance payment, by a leaseholder, towards the costs of services for which they will be liable when the final costs have been calculated, usually at the end of each financial year, as described in the lease or transfer.
- **Public Liability Insurance** – An insurance policy, designed to protect members of the public, injured or affected by an accident or occurrence on private land.
- **Warranty** – A formal guarantee, given by one party to another, about a statement of fact for condition of an object.

Please note that the explanations in the Glossary of Terms are not legal definitions, and are included to assist with the understanding of the wording within this Welcome Pack, your lease or Transfer Documents.

SHW hopes that you find the contents of this Welcome Pack useful in answering any queries you may have had regarding this exciting development. We hope also that you will enjoy living at Newhall, and we look forward to working with you in the future.