

WOODROLFE PARK LIMITED

TOLLESBURY, ESSEX, CM9 8TB



GUIDANCE FOR TENANTS AND OCCUPIERS ON THE ESTATE'S RULES AND REGULATIONS

**PLEASE KEEP A COPY OF THIS DOCUMENT
AVAILABLE IN YOUR FLAT AT ALL TIMES**

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TABLE OF CONTENTS

FOREWORD	3
INTRODUCTION	3
1. LOCAL INFORMATION	4
2. WHAT IS WOODROLFE PARK LIMITED AND WHO RUNS IT?	4
3. WHAT ARE THE RESPONSIBILITIES?	5
4. WHAT ARE THE RESIDENTS' RESPONSIBILITIES?	5
5. HOW DOES WOODROLFE PARK LIMITED GET ITS MONEY FROM?	5
6. FIRE SAFETY & EVACUATION PLAN INCL. HOT WORKS POLICY	6
7. SALE OF FLATS	7
8. SUB-LETS OF FLATS	7
9. FLAT ALTERATIONS.....	8
10. USE OF FLATS BY UNACCOMPANIED GUESTS.....	8
11. THE ESTATE	9
12. NOISE AND DISTURBANCE	9
13. GARDENS	10
14. CAR PARKING	10
15. ELECTRIC VEHICLE CHARGING.....	10
16. SHED GUIDANCE	11
17. PETS	11
18. UTILITIES (WATER, ELECTRIC, GAS & TV).....	12
19. HEALTH & SAFETY.....	12
20. WASTE	12
21. REGULATIONS	13
22. GENERAL INFORMATION	13
23. COMPLAINTS PROCEDURE.....	14
24. BOARD OF DIRECTORS.....	15
25. COMPANY SECRETARY	15
26. FINANCE SECRETARY	15

FOREWORD

The Board of Directors at Woodrolfe Park are very pleased to enclose for your perusal and safe keeping the "Guidance for Tenants and Occupiers on the Estate's Rules and Regulations".

We hope that it will prove very useful to all our flat Tenants and Sub-Tenants alike.

Since the estate was first built there have been incidences where it became apparent that not everyone had read or understood the complexities of the Under-Lease relating to their particular flat or the estate. Partly this is because the Head and Under-Lease are full of legalised speech which almost needs a translator to bring it back into ordinary English. This is what we are trying to achieve with this document.

Everywhere you go, whether in business or in private life, you come across rules, regulations, and directives. Some are made into laws of the land, or laws of the church, whilst some are just directives and/or regulations laid down by governments, individual companies or institutions that need to be complied with in order to avoid anarchy and disagreements.

Woodrolfe Park is no different; with 52 individual flats each with shareholding Tenants and/or Sub-Tenants there must be some sort of laid down procedure that everyone complies with. This was why the Board of Directors was set up in the first place, avoiding everyone doing as they liked, when and where they liked; obviously this was not good for the estate, detrimental to the quality of our flats and ultimately detrimental to neighbourhood relations. The constitution set up has been of tremendous value. The Board, elected by The Tenants, cares for the running of the estate and is responsible for providing financial accounts. The Board, as custodian of the Head Lease, ensures that the individual Under-Lease ensures that the rules as set out in both are complied with.

Despite regular advice in correspondence over the years that some Tenants who want to sell, sub-let or make alteration to their flat are unclear as to what, under the terms of their Under-Lease, the procedure is and this has resulted in delays in sales and a lot of frustration in the process. We have attempted to clarify the requirements in the Under-Lease and to lay out as succinctly as possible what you need to know and do, with the requirements are to sell or sub-let your flat and generally to provide a 'ready reference' for the requirements required for the smooth and speedy transfer of ownership.

Please do read it through. We trust that you will find it useful. We aim to review and update the contents as and when necessary. So if you have any comments or suggestions, positive or negative, to further assist the Board in the running of your estate, please feel free to contact the Company Secretary via e-mail.

IN THE PROCESS OF BEING UPDATED

INTRODUCTION

Woodrolfe Park provides individual leasehold property ownership and occupancy in a multiple-unit structure and allows Tenants the advantages of property ownership without many of the responsibilities of owning a single-family residence. The flats are not designed for short-term rental such as Airbnb; short-term lets of this nature breach the covenants of the Under-Lease.

This Guidance to the Rules and Regulations applies to the Estate through the covenants contained in the Under-Leases and the Regulations issued from time to time by the Board of Directors as holders of the Head-Lease. This document has been adopted by the Board of Directors of Woodrolfe Park Limited to provide a mutually beneficial and pleasant environment within the estate for all flat Tenants and their Sub-Tenants and/or guests. Residents are asked to familiarise themselves with these Rules and Regulations and to observe them strictly at all times. We ask that a copy of this Guidance Document be always available in each individual flat for reference.

In situations that are not specifically covered by the Rules and Regulations, residents are reminded that we all live in a flat, therefore very closely together, and we need to think about each other. Questions about the interpretation of any Rule or Regulation that is not clear should be addressed to a member of the Board of Directors, or to the Company Secretary.

1. LOCAL INFORMATION

Tollesbury is approximately 12 miles from Colchester, Maldon and Witham and local shopping facilities are excellent. There is an independent Bus Company which maintains a regular service to all three towns. There is a main line train service to London from Witham, Kelvedon or Colchester. Tollesbury has a primary school and two churches. Tollesbury Marina and Club offer good facilities for yachtsmen and there is also the local Tollesbury Sailing Club. The Saltings at Tollesbury have been designated as an area of Special Scientific Interest (SSI) with more than 20 miles of sea wall walks towards Maldon; with Essex Wildlife Trust sites close by.

2. WHAT IS WOODROLFE PARK LIMITED AND WHO RUNS IT?

Woodrolfe Park is a development of 52 flats situated on the edge of the historic village of Tollesbury on the east coast of Essex. Bounded by a large car park area edged with trees to the north and west, with the sea wall to the south and west (rear) side of the property, the front aspect has a lawn reaching up to the sea wall. There are stunning panoramic views of the Saltings, Edwardian 'sail lofts' and Mersea Island beyond. Woodrolfe Park was built in 1972 by Contemporary Homes Limited. The properties are leasehold, the Lease initially being for a period of 99 years, granted in 1969. An extension is now available to 2248 and most flats have taken this extended Lease.

The flats are grouped in blocks of four with a common ground floor lobby and central stairwell leading to a first floor and second floor landing, with two flats on each landing. Each flat comprises a lounge with dining area, hall, kitchen, bathroom and single bedroom. All properties originally had warm air heating, but this has, in some cases, been changed by residents to storage heaters or modern electric heaters. All windows are double glazed units.

Each flat has space for one or two cars in the car port on the ground floor. There are two turning points in the public road which must be kept free for emergency vehicles and large delivery lorries.

In 1981 the Woodrolfe Park Association purchased the Head-Lease from Contemporary Homes and formed Woodrolfe Park Limited, a private Company whose sole function is the management of the property.

The Company is the Landlord and Administrator of the estate. Each flat is owned via an Under-Lease; each Owner is thus a Tenant to the Landlord. Additionally, each Owner is a shareholder – holding 300 shares - and only flat Tenants can become shareholders, thus the estate is self-managed. Shareholders have a right to vote at Annual General Meetings, and to be nominated to stand as a Director on the Board. Shares may be held jointly.

In August 2004 Woodrolfe Park Limited purchased the Freehold to the Estate from Dr Drake Lewis. The Freehold Title to Woodrolfe Park was then registered in the name of Woodrolfe Park Freehold Limited, which is wholly owned by Woodrolfe Park Limited of which all Under-Lease Tenants are members. The Tenants, therefore, effectively control the Freehold. For legal reasons however, the Head-Lease of the Freehold (held by Woodrolfe Park Limited) and the 52 Under-Leases of individual units (held by the individual leaseholders), continue in full force and effect and each Tenant of Woodrolfe Park continues to be bound by the terms of his/her Under-Lease.

In 2008 Woodrolfe Park Limited extended the Head-Lease period by 90 years, issuing a reversionary Head-Lease expiring on 15 December 2158. In 2023 the 2008 reversionary Head-Lease was surrendered, and a new 180-year reversionary Head-Lease was issued expiring 15th December 2248.

Both Woodrolfe Park Freehold Limited and Woodrolfe Park Limited are incorporated companies.

Each with the registered address:

The Accountancy Centre Ltd. First Floor, 736 High Road, London N12 9QD

The Board of Directors are responsible for the administration of the Company.

The Board meets periodically to administer the Company and the estate, through the services of the Company Secretary.

3. WHAT ARE THE COMPANY'S RESPONSIBILITIES?

- Insuring the exterior and common areas of the building.
- Maintaining the building structure, stairwells and lobbies.
- Tending and pruning flower borders and trees.
- Maintaining the lawns & roadway.
- Ensuring that the communal TV aerial system is in good order.
- Providing lighting in the public areas (i.e., car ports, stairwells and streetlights).
- Providing a window cleaner service.
- Generally administering the estate as set out in the Lease.
- Organising more major repairs, as and when they are needed.
- Ensuring that the terms of the Lease are complied with by Tenants and others.
- Preparing yearly financial accounts for auditing.
- Ensuring that all Tenants are kept up to date with relevant estate information, usually via email and notice board unless another form of correspondence has been requested.

For these services the Company invoices each Tenant service charges either monthly or bi-annually in March and September.

In order to carry out certain of these services, the Company retains the services of a Solicitor, Chartered Accountant, Financial Secretary and Company Secretary.

4. WHAT ARE THE RESIDENTS' RESPONSIBILITIES?

Woodrolfe Park is a community of 52 flats with a diverse population and therefore the responsibility of all to ensure that we treat the estate and our fellow residents with kindness and respect. And that we adhere to the rules and regulations of the Leases.

- Get involved - it's your estate! If you have any ideas that would benefit the estate, we'd love to hear from you. You don't have to be a member to serve the community. We need people that can provide time and/or money to maintain the estate.
- Park with consideration - if you have multiple vehicles. The only parking you're entitled to is your own. Your car should be your primary parking, any other parking is a benefit at the discretion of the Board.
- Keep your flat and carport clean and tidy and free of any obstructions or fire hazards. This is your responsibility and you are legally liable for non-compliance.
- We provide comprehensive guidance notes so that you can easily understand and follow the Lease. You should be fully aware of all rules and regulations that are in effect on the estate. Ignorance of the rules is no defence. If you have any specific questions or queries please

5. WHERE DOES WOODROLFE PARK LIMITED GET ITS MONEY FROM?

- 5.1 The Company's income is derived from the Service Charge which is levied on all Tenants twice a year in March and September. An increasing number of Tenants now choose to pay on an ongoing monthly basis rather than pay lump sums twice a year. A small percentage is derived from administration fees for the application and registration of Licences to Assign and Sub-Let.
- 5.2 Service Charge Costs at the time of publication are as follows: -
- Service Charge: £760 per ½ year payable in advance in March & September (or monthly).
 - Reserve Fund: £20 per ½ year payable in advance in March & September (or monthly).
 - Ground Rent: No longer payable as the Company holds the Freehold.
- 5.3 You will be charged an arrears fee of £30 should you fail to provide payment for service charges due. Interest of 3% will be added monthly whilst the account remains unpaid.
- 5.4 Funds for exceptional repairs may be levied on an occasional basis and always with prior notification to each Tenant.
- 5.5 The Company believes that the costs are comparable with those incurred with the upkeep of a two bedroomed house and has striven to exercise a good housekeeping policy and hold down costs to a reasonable level. The Directors give their services voluntarily, the Company Secretary and Financial Secretary receive a monthly remuneration. Maintenance and repair work is put out to tender and awarded to various contractors as thought necessary by the Board.

6. FIRE SAFETY & EVACUATION PLAN

FIRE IN YOUR FLAT

- Alert everyone in your flat. Close the door to the room where the fire is located.
- Ensure everyone in the flat leaves as quickly as possible. Close the front door to your flat.
- Alert your neighbours.
- Make your way out of the building, using the common escape route.
- Once you are outside the building, call the fire and rescue service and await their arrival in a safe place.
- Woodrolfe Park designated assembly point is the main entrance car park

FIRE ELSEWHERE IN THE BUILDING

- If your flat becomes affected by smoke or fire – or you are told it is safe to use the common escape routes – leave the building as quickly as possible and await in a safe place.
- Woodrolfe Park designated assembly point is the car park

TO CALL THE FIRE AND RESCUE

- Dial 999 (or 112). When the fire and rescue service arrives, give your telephone number and ask for FIRE.
- When the fire and rescue service arrives, give them your address and the location of the fire – CM9 8TB (what is the postcode for the fire station?)
- Do not end the call until the fire and rescue service have confirmed the address.

**DO NOT GO TO YOUR FLAT UNTIL YOU HAVE BEEN TOLD IT IS
SAFE TO DO SO**

HOT WORKS POLICY

- Hot Work Permits are required for any tasks involving open flames or producing heat and/or sparks. Hot works include brazing, torch cutting, grinding, soldering and welding.
- Where it is necessary for contractors/individuals to undertake Hot Works they must contact the Company Secretary who will issue a Hot Work Permit.
- Hot Works can only be undertaken in areas where there are no combustible materials present to prevent the risk of fire spread.
- Contractors/individuals must provide a Third Party Liability Insurance Certificate before undertaking such work.
- Naked flames must not be left unattended. A suitable Fire Extinguisher must be present and in full working order.
- After cessation of works, contractors/individuals must ensure that there are no hot spots that could post a risk of fire spread over a period of 20 minutes.

7. SALE OF FLATS

- 7.1 It is your legal responsibility as a Tenant to have installed a Certified FD30(s)SC front (fire) door by an accredited fitter and the certificates lodged with the Company Secretary. A Licence to Assign (sell) will not be granted if there is no proof of an approved fire door being installed.
- 7.2 Tenants must give fifteen (15) days minimum notice to the Company Secretary of intention to sell a flat. Once a sale has been agreed, the vendor should inform the Company of the name and address of the solicitor acting on behalf of the vendor and the name and address of both the buyer and his/her solicitor. A non-refundable transfer fee of £500 to defray the Company's costs arising from processing the transfer of ownership is payable by the purchaser.
- 7.3 Each transfer of a Lease requires the issue of a Licence to Assign in compliance with the terms of the Lease. On the information supplied, the Company Secretary will draw up a Licence to Assign. The Licence is put to the Board for signature and company seal whilst the counterpart Licence is sent to the vendors' and purchasers' solicitors for signature by both parties. Once signed and witnessed by the interested parties the document must be returned to the Company Secretary for processing of the sale. **Failure to comply will result in serious delays in the completion of the Lease.**
- 7.4 A credit reference and one character reference of the prospective purchaser will be required; including a photo or scanned copy of either passport or driving licence for identification; these will be presented to the Board, and once accepted, signed by two Directors.

8. SUB-LETS OF FLATS

- 8.1 It is your legal responsibility as a Tenant to have installed a Certified FD30(s)SC front (fire) door by an accredited fitter and the certificates lodged with the Company Secretary. A Licence to sub-let will not be granted if there is no proof of an approved fire door being installed.
- 8.2 A Tenant must give as much notice as possible to sub-let a flat. Whilst every effort will be made to facilitate a subletting, if a Tenant gives less than 14 days' notice it can become almost impossible to achieve. Once a sub-let has been agreed, the Tenant or their letting agent should provide the Company Secretary with the name and address of each and every Sub-Tenant (excluding children), 3 references (2 personal and 1 professional reference and previous landlord) including a photo or scanned copy of either passport or driving licence for identification verification, for each person proposing to occupy the flat, a copy of the Assured Shorthold Tenancy Agreement should also be submitted together with a non-refundable transfer fee of £500 to defray the Company's costs arising from the processing of the licence application.
- 8.3 Under the terms of the Lease, and on information supplied, the Company will draw up a Licence to Sub-Let. The Licence is put to the Board for signature and company seal whilst the counterpart Licence is sent to the Tenants and his/her Sub-Tenants for signature. Once signed and witnessed by the interested parties the Licence to Sub-Let must be returned to the Company Secretary prior to the completion of the sub-let.
- 8.4 References of each of the prospective Sub-Tenant(s) will be presented to the Board, and once accepted, signed by two Directors.
- 8.5 If a Tenant leases a flat to the same Sub-Tenant who has previously leased the same flat for a non-consecutive period, the Tenant should provide the documents described above and the £75 transfer fee to the Board; but the prospective Sub-Tenant will not be required to provide references.
- 8.6 If a sub-let is renewed or extended without interruption for a consecutive term, the Tenant should provide a copy of each new sub-let or extension agreement to the Board. The payment of the £75 transfer fee is not required when a sub-let is extended for a consecutive term.
- 8.7 The Tenant of a flat may not sub-let it for a period of less than six (6) months.
- 8.8 Sub-letting a part of the flat is forbidden under any circumstance. (e.g. rent out a room)
- 8.9 The Tenant of a flat should provide a copy of the Rules and Regulations Guidance Document to the Sub-Tenant. The Tenant will remain liable for the performance of all the covenants and agreements in the Lease and the Rules and Regulations by his/her Sub-Tenant.
- 8.10 Should the Tenant or his/her Sub-Tenants(s) be found to be in breach of the terms of the Lease, The Company may take action to enforce the terms of the Lease against the Tenant and recover any (legal) costs incurred. The fee payable by the Tenant in such circumstances is dependent upon the nature and extent of the action and/or proceedings The Company must take.

9. FLAT ALTERATIONS

- 9.1 Under the terms of the Lease, a 'Licence to Alteration' is required if any alterations are made to the interior of the property or carport belonging to the property which are not covered under normal decoration.
- 9.2 Should a Tenant want to alter their property the following guidelines should be considered prior to commencement. If there is any doubt, then guidance from a Board Member should be sought.
- 9.3 Items requiring a Licence to Alteration
- Shed installations in the carport
 - Removal of any internal walls (either part or in total)
 - Ceilings replacement (to be fire rated)
- 9.4 Items NOT requiring a Licence to Alteration - subject to current regulations and approval by a qualified professional.
- Front door replacement (must be FD30(s) SC certified and installed by an accredited fitter).
 - Redecoration
 - Replastering
 - Rewiring
 - Plumbing alterations
 - Kitchen replacement/upgrade
 - Bathroom replacement/upgrade
 - Electric storage heating
 - Hot water system
 - White goods
 - Internal doors
 - Internal walls and ceilings
 - ...ing.
- 9.5 Prior to applying for a Licence to Alteration, the applicant must seek formal input from Maldon District Council Building Control Officers as to whether the proposed alteration requires MDC Building Regulation clearance or not. The Board will seek proof that such an exchange has taken place before proceeding with the issuing of a Licence to Alteration.
- 9.6 Request for a Licence should be made to the Company Secretary and should be accompanied by two plan drawings, one showing the floor plan prior to the alterations and one showing in red the alterations proposed. The Company will refuse to issue a Licence if they believe that the proposed alterations undermine the structural stability of the flat/block/whole estate. All alterations to the property deviating from the 'original floor plan layout' must be covered by a Licence to Alteration.

10. USE OF FLATS BY UNACCOMPANIED GUESTS

- 10.1 A Tenant may permit unpaid guests to use a flat in his/her absence for short periods of time. In the interest of Estate security and to avoid possible personal security checks being carried out, Tenants are encouraged to inform the Company Secretary in advance and in writing, of the names of all of the guests, including children and the exact dates of the period when the unaccompanied guests will occupy the flat.
- 10.2 The Tenant should show a copy of this Rules and Regulations Guidance Document to his/her guests. The Tenant will remain liable for the performance of all the covenants and agreements in the Lease and these Rules and Regulations by his/her guest(s)

11. THE ESTATE

- 11.1 Walkways and stairways may not be obstructed or used for any purpose other than entering or leaving the individual flats in the block.
- 11.2 Neither the public areas of the estate nor the exterior of any building may be altered in appearance by any individual Tenant or group of Tenants unless the Board of Directors has, in writing, specifically approved the plans for such an alteration.
- 11.3 The electricity service cupboards, located in the carports, should be kept locked using a square ended key to conform to the safety requirements imposed by the supply Companies. If they find a cupboard left unsecured, they can impose sanctions on safety grounds that could include the disconnection of the supply. Replacement keys are readily available from hardware suppliers.
- 11.4 All Tenants are asked, when leaving their flats unoccupied for long periods, to unplug all appliances not in use (such as television sets, radios, electric clocks, water heaters, etc.) to turn off circuit breakers supplying electric power to any equipment not in use, to secure all windows and doors and to ensure that water stop-cock (situated in the electricity service cupboard) is turned off.
- 11.5 Incidents of water leaks from white service equipment in the building are the responsibility of the Tenants who should ensure that their Contents Insurance covers such eventualities.
- 11.6 It is suggested that a disinfectant be poured in the drains to prevent growth of bacteria or other organisms if the flats are unoccupied for long periods of time.
- 11.7 The stairwells should be kept clear of any and all obstructions that would interfere with the safe entry or exit of the building to satisfy both Health & Safety and Fire Regulations, as well as the Insurance Companies. Tenants should not place any items anywhere on the landings or stairs.
- 11.8 There is an area on the stairs, where items like prams and bicycles may be kept in a tidy manner. Items should be secured to the lugs provided. Please note that items left in the stairwells are at the risk of theft and arson and we should all be vigilant as items have been known to be stolen from carports and stairwells.
- 11.9 While the Insurance Company insures the buildings, each Tenant is responsible for insuring the contents of their flat. The Insurance Company strongly advises all Tenants to take out Contents Insurance so as to protect the contents of their own flat and to cover him/her against any possible Third Party claim from neighbours. The Insurance Company should include cover for a shed with Public Liability/Third Party cover, if such a structure exists in the carport area.
- 11.10 Each Tenant should take whatever steps are necessary to prevent insect/rodent infestations that could affect adjoining units or areas of the estate. Specifically, please do not leave any food scraps on the communal lawn.
- 11.11 Each Tenant should keep his/her flat in a good state of repair and cleanliness. Tenants should not sweep or throw debris from doors or windows. Debris of any sort may not be deposited on the roadway, walkways, or grassed areas.

12. NOISE AND DISTURBANCE

- 12.1 Noises of all kinds (e.g. musical instrument playing, radios, TV, games, parties) should be kept sufficiently low enough to ensure that they will not cause annoyance, nuisance or disturbance to neighbours in particular as to be audible outside the premises between the hours of 2300 and 0700.
- 12.2 Nothing may be done on the premises that might interfere with the rights, comfort or convenience of the estate or other Tenants or Sub-Tenants or which restricts the ability to peaceably and quietly to hold and enjoy the flat and the car and boat space without any interruption or disturbance.

13. GARDENS

- 13.1 Lawn furniture may not be stored or kept on the lawn or against buildings except when in actual use. Rotary clothes lines are not permitted.
- 13.2 No trees or vegetation may be planted in the common lawn areas without prior approval of the Board of Directors with the exception of annual flowering plants (immediately in front of the car-port within the staggered building line but not encroaching on the common lawn), which should be maintained by the Tenants who planted them.
- 13.3 Over the years, many Tenants have cultivated plots that form triangular beds, within the building line, that do encroach into the common lawn area. Tenants are actively encouraged to maintain these beds as they do add significantly to the appearance of the estate (and thus add value to our properties). Should a triangular bed fall into disuse and no Tenant is prepared to take it on, the bed will probably be returned to grass.

14. CAR PARKING

- 14.1 All Tenants must provide enough space in their carport layout to allow parking of at least 1 vehicle. All Tenants primary vehicle should be parked in their flat.
- 14.2 There is limited parking for visitors with a restriction on the number of vehicles other than in the private category. Vehicles permitted to park on the estate are cars, motorcycles, vans with a PLG (Private Light Goods) vehicle licence and campervans which must be of a size capable of being parked in the residents' carports.
- 14.3 All other vehicles, including lorries, trucks, heavy goods vehicles (HGV) (Light Goods Vehicle) licence, hi-top vans (except for Emergency Service vehicles), contractors' vehicles authorised to work on the estate) campervans, caravans, converted motorhomes, mobile dwellings of any kind) and agricultural vehicles, are banned from parking on the estate.
- 14.4 Vehicles parked in breach of this rule will be removed from the estate at the Tenant's expense. Vehicles that are not currently licensed and left in the common driveway must be removed from the estate at the Tenant's expense.
- 14.5 No alterations to cars are permitted on the driveway. This prohibition includes oil changes, repairs, and similar activities.
- 14.6 Tenants are responsible for damage to roadways and parking areas caused by leaks of oil, fuel or other substances from their cars and those of their sub-lets and/or guests.
- 14.7 Limited additional parking is provided as follows : 6 spaces at the entrance to the estate, 7 spaces on the corner by the utility sub-station, and 2 spaces opposite flats 29-32.
- 14.8 Parking anywhere on the estate (other than your carport) is at the discretion of the Board.
- 14.9 Any such permitted parking must be done with due care and consideration and not impact other residents ability to park or manoeuvre their vehicle(s).

15. ELECTRIC VEHICLE CHARGING

- 15.1 The installation of an EV charging point at Woodrolfe Park requires a Licence to Alteration that will be reviewed and managed by the Board.
- 15.2 EV installations must be completed by a qualified and certified electrician and comply with all current regulations.
- 15.3 Installation engineers have to complete a site survey prior to installation which must be reviewed and agreed by the Board prior to the physical charging point install.
- 15.4 Certified installers have to comply with all government regulations as well as the IET Code of Practice. In addition all EV charging point components in the UK have to comply with BS standards.
- 15.5 All installers must supply Woodrolfe Park Limited with a copy of their Public Liability Insurance Certificate prior to the commencement of any installation.
- 15.6 See <https://electricarguide.co.uk/ev-charger-installation-requirements/>

16. SHED GUIDANCE

Tenants are permitted to install a shed within the confines of their carport as follows:

- 16.1 A maximum length of 8ft is allowed for a shed. The depth is dependent on the space in which the shed is being erected. The depth must allow for a clear space of 1m between sheds on either side of each carport.
- 16.2 The shed must be freestanding and removable.
- 16.3 Metal sheds are preferable to timber sheds from a fire safety perspective.
- 16.4 The shed must allow access to the carport ceiling and therefore pent roofs are not allowed for all new sheds with a clearance of 30cms (12 inches) between the ceiling and the shed.
- 16.5 Sheds must NOT encroach on any building facilities in the carport such as radiators, phonedials, doors, cupboards, etc).
- 16.6 Fire regulations require a minimum 1m gap/corridor between sheds for emergency use.
- 16.7 The shed must be fully insured under your home contents policy and kept locked.
- 16.8 Small amounts of flammable liquids such as paint, oil, varnish, paint stripper and methylated spirits are only allowed in sheds provided they are stored in fireproof containers.
- 16.9 No quantities of petrol, diesel, LPG or other flammable liquids are allowed to be stored in sheds or within any area of the carport.
- 16.10 If any resident wishes to have any electrical installation work undertaken within their shed(s), they should first advise the Company.
- 16.11 The work must be undertaken by a qualified electrician who has furnished the Company Secretary with a valid Public Liability Certificate. If a new circuit is installed then a copy of the appropriate certificate must be supplied to the Company Secretary.

Important: Guidance at 16.1 to 16.6 inclusive is not retrospective and applies only to any new shed being erected from April 2025 onwards.

All other sections above (16.7 to 16.11) apply to both new and existing sheds.

However, existing sheds that are larger than the now recommended maximum length of 8ft and/or do not allow for the 1m distance between neighbours' sheds across carports and/or do not allow access to ceilings, block building facilities and/or are not freestanding MUST be removed from an owner's carport when they sell and move out of their flat (suitable modification could be considered for a new owner with the prior agreement of the Board)

17. PETS

- 17.1 Wild animals, birds of prey or reptiles, should not be kept in the flat or the car and boat space.
- 17.2 Birds in cages, fish in tanks, a maximum of 2 cats or one small/medium size dog only (unless specifically authorised by the Board) are acceptable, providing they are not a nuisance to other Tenants.
- 17.3 Dogs must be kept strictly under control on site and on a lead at all times and in physical sight.
- 17.4 The flats are considered unsuitable for large breed dogs.
- 17.5 Each pet owner should be properly equipped when walking their pet to immediately clean up, seal and properly dispose of their animal's waste appropriately.

18. UTILITIES (WATER, ELECTRIC, GAS & TV)

- 18.1 Anglian Water is responsible for all aspects of the sewage disposal.
- 18.2 Tenants are responsible for their water pipe which starts at the water meter/stop-cock pocket situated in the service cupboard. If a leak occurs in the pipe leading from the meter/stop-cock pocket to the flat, the Tenant is responsible. If the leak occurs at the meter or stop-cock in the pocket or further out in the main supply pipe under the roadway, that is the responsibility of Essex & Suffolk Water.
- 18.3 If a leak occurs from the main supply pipe under Woodrolfe Park roadway, the Company Secretary must be notified. He/she will contact Essex & Suffolk Water to report the leak and they will arrange for repairs.
- 18.4 Should a Tenant wish to install an outside water tap in the carport its installation must be undertaken by a professional plumber and subsequent leaks are the responsibility of the Tenant.
- 18.5 Electricity supply within each flat is the Tenants responsibility.
- 18.6 There is no gas connection within the village of Tollesbury.
- 18.7 No inflammable, dangerous or explosive substances, liquid or gas may be stored or placed within the premises (flat and carport), except within suitable containers.
- 18.8 A communal TV aerial services all the flats. The communal satellite dish provides digital viewing on all Freeview channels. Tenants are to provide designated output for the Sky channels. There is currently no facility to receive Sky Plus channels.

19. HEALTH & SAFETY

- 19.1 In the interest of Health & Safety, vehicles with Fire Regulations, bicycles, baby carriages, scooters or similar vehicles should not be allowed to stand in parking spaces, public passageways or other common areas unless authorised and/or in such an area as is specifically set aside by the Board of Directors.
- 19.2 No skating or skating is allowed on the premises.
- 19.3 Vehicles should not exceed 10 MPH

20.

- 20.1 Capacity pumps are employed to lift the effluent up to Anglian Water's main sewer and anything other than sewage going through obstructs the pumps and stops the system. To avoid recurring problems caused by unconventional materials taking a trip down the pipes, such as, sanitary towels, disposable nappies, nappy liners, disposable wipes, plastic bags, cotton buds etc Tenants should ensure that nothing like these items are flushed down the toilet or sink drains.
- 20.2 The presence of fat and grease, which congeals in the pipes, pumps and float switches causes them to malfunction. Diligence is requested to ensure that the minimum of fatty material is washed down the drain and as much as possible is put in plastic bags in the dustbins. Wiping pans out with kitchen paper gets most of the grease off.
- 20.3 Recycling of cardboard, paper, glass, metal tins, plastics, etc are encouraged. Anything that cannot be recycled or composted should be placed in the black wheelie bin provided by Maldon District Council. Paper/Tins/Plastic bottles should be placed in the pink recycling sacks provided by Maldon District Council. Food waste should be placed in the green food recycling bin. Glass bottles and jars should be placed in the blue box.
- 20.4 Refuse collections are alternative weeks for wheelie bins and recycling items; the exception is food waste which is collected every week. A collection calendar can be obtained from Maldon District Council. The current collection day is Tuesday.
- 20.5 All non-recycling waste should be contained within your wheelie bin and the lid should be shut. Side waste will not be collected.
- 20.6 Green wheelie bins are for garden waste only. There are three green wheelie bins for Tenants to use. They are situated in Flat 10 and Flat 29 carports. Collections are once a week from March to November and once a fortnight in winter months.

21. REGULATIONS

Woodrolfe Park, as the Landlord, create specific Regulations for the management of the estate which supplement the Leases. Provided that nothing in the Regulations may purport to amend the terms of the Lease. In the event of any inconsistencies between the terms of the Lease and the Regulations, the terms of the Lease will prevail.

21.1 REGULATION 1 : RESTRICTIONS ON OVERNIGHT PARKING OF VEHICLES OTHER THAN IN THE PRIVATE CATEGORY ON THE WOODROLFE PARK ESTATE.

Take NOTICE that with effect from 1st January 2004 vehicles permitted to park on the estate will be cars, motorcycles, vans with a Private Light Goods Vehicle Licence and small boats, all of which must be capable of being parked in the designated residents' carports.

All other vehicles, including lorries, trucks, vans with a Light Goods Vehicle Licence, campervans, caravans, and agricultural vehicles, with the exception of Emergency Service vehicles and contractor vehicles used in connection with authorised work on the estate, are banned from parking overnight anywhere on the estate.

Action will be taken against any such banned vehicle left on the estate.

21.2 REGULATION 3 : PUBLIC LIABILITY (3RD PARTY) INSURANCE COVERAGE FOR SHEDS

Take NOTICE that it is the responsibility of each Tenant to take out and maintain adequate insurance cover in respect of the contents of his flat and 3rd party liability. Tenants who have constructed sheds (or other structures used for storage) in the Estate MUST ensure that their insurance policy extends to include damage to the Estate's property of other Tenants on the estate) arising from fire, explosion or other damage to sheds or items stored in such sheds (or other structures used as storage). Evidence of insurance cover MUST be produced to the Landlord upon demand (such demand may be made more than once in any insurance year)".

Failure to comply with this Regulation may result in a Tenant involved being charged with the full cost of the removal of the shed (or other structure used as storage) and its contents.

22. GENERAL INFORMATION

22.1 Complaints or suggestions should be submitted in writing and delivered by hand, post, or email to the Company Secretary. They should be dated and signed and include the address of the person submitting it. The Board will respond in writing to each complaint or suggestion correctly submitted.

22.2 All requests for repair or maintenance should be addressed to the Company Secretary. Invoices for maintenance work not logged by the Company Secretary will not be covered by Woodrolfe Park Limited and remain the responsibility of the person(s) ordering the repair maintenance.

22.3 The Board of Directors and its authorised agents are entitled to access any premises in the event of an emergency. Access for any other purpose is strictly prohibited unless authorised by a Tenant.

22.4 The Annual General Meeting is usually held early in November. Notification of the AGM together with the end of year financial report for approval at the AGM is sent to all Tenants three (3) weeks prior to the published date of the AGM.

22.5 Tenants' issues/questions to be raised at the AGM should be lodged with the Registered Office in writing, or emailed to the Company Secretary, one (1) week prior to the published date of the AGM.

22.6 Only registered shareholders can cast a vote. Proxy votes are to be lodged with the Registered Office, or emailed to the Company Secretary, as indicated in the AGM documentation one (1) week before the published AGM date.

22.7 Company Directors are nominated and elected at the AGM and hold office for a term of three (3) years; after which time he/she can offer him/her self for re-election. There is no limit to the number of consecutive terms held by each Director.

23. COMPLAINTS PROCEDURE

- 23.1 In the first instance Tenants should be talking with their neighbours to work out differences or grievances through discussion and compromise.
- 23.2 If this doesn't resolve the issue and there is a breach of the Leases, then the following process will be pursued by the Board.
1. An informal discussion with the parties involved to explain the problem and the required remedy.
 2. Following a formal review by the Board, a written explanation of the issue, remedy, and time frame.
 3. Legal action will be taken to facilitate the remedy and result in flat forfeiture.

It should be highlighted that options 2 and 3 have only been necessary following a verbal discussion with any resident for past breaches.

As discussed we cannot act on bad behaviour, and we encourage any residents that have a query or complaint to contact the Clerk. If you are unable to resolve the issue amicably with your neighbour.

IN THE PROCESS OF BEING UPDATED

24. BOARD OF DIRECTORS

All Directors of the Board are here to serve the estate and would be pleased to help and assist you. However, should you have any suggestions (positive or negative), queries, problems, any matter you wish to be raised at a Board Meeting, or you would like a copy of the documented Minutes of Board Meetings, please contact the Company Secretary.

Director	Contact
Carol Anson-Higgs (Chair)	woodrolfepark@woodrolfepark.com
Christine Ball	Number 01223 422 702 On Request
Pete Hope	Available On Request
Kevin Tappin	Available On Request
Louisa Winter-Frankis	Available On Request

25. COMPANY SECRETARY

	woodrolfepark@gmail.com 07562 422 702
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26. COMPANY SECRETARY

Gemma Arthur	woodrolfepark.finance@gmail.com
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This Rules and Regulations Guidance Document was adopted
by the Board of Directors at its scheduled meeting on:

8th October 2009

Updated: 8th November 2012

Updated: 22nd April 2013

Updated: 12th September 2016

Updated: 3rd October 2017

Updated: 9th May 2019

Updated: 1st May 2020

Updated: April 2023

Updated: March 2025