

# **WELCOME TO MILFORD COURT**



**MILFORD COURT (LANCING) LIMITED  
INFORMATION  
FOR RESIDENTS**

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## **1. Company Structure and General Management**

Milford Court consists of 58 flats formed within two blocks; the High (40 flats) and Low Rise (18 flats). There are garages, parking areas and gardens. The use of and maintenance costs for the driveways, pathways and gardens are shared between both blocks.

The freehold of the complex is owned by the Milford Court Company (Lancing) Limited, (MCLL), Registration no 08347561 which has an elected Board headed by a Chairman. The majority of Milford Court leaseholders own a share in MCLL.

Registered Office: 49 Milford Court, Brighton Road, Lancing, West Sussex BN15 8RN

Each block has their own Residents' Committee, which hold meetings during the year to act on the normal smooth running of requirements of each block and the external shared areas. Also to ensure maintenance funds are utilised in an expedient manner and to provide a link between residents and the Managing Agents.

### **High Rise Residents' Association**

Membership of the High Rise Residents' Association is open to all residents at an annual subscription of £5.00

**Property Address:** Milford Court, Brighton Road, Lancing, West Sussex BN15 8RN

**Chairman/Director :** Robert Truman, Flat 49

**Secretary/Director:** Bernadette Brown, Flat 28

**Director** Cathy Allen, Flat 48

### **High Rise Residents Association Committee Members:**

Mrs Sandria Murkin Flat 51 – Dr Brian Collins Flat 45 - Mr Peter Wallace Flat 57 - Mrs Judi Ansell Flat 38, - Mr Martin Bunker Flat 39

**Managing Agents:** Parsons Son & Basley, 32 Queens Road, Brighton BN1 3YE - Telephone 01273 326171.  
Property Manager: Philip Vigar email address: Philipv@psandb.co.uk

Any incurred relevant costs are submitted to the committee for approval and repayment is made through Parsons son & Basley and recovered through the annual maintenance costs. The postcode of the low rise is BN15 8RW

## **2. Assignments (sale of leasehold interests) and Shareholding**

On the transfer (sale) of a flat owned by a Shareholder the following documents must be provided:

- The relevant Share Certificate must be sent immediately to the Company Secretary at the Registered Office who will issue a fresh Share Certificate to the new Shareholder.

Any incurred relevant costs are submitted to the committee for approval and repayment is made through Parsons son & Basley

## **3. Service Charges**

The service charge year-end is 24<sup>th</sup> March.

The leases provide for a service charge percentage to be payable by leaseholders and this pertains to the cost

of general services provided to the building and for upkeep and repair – both externally and the internal common parts.

Payments are requested on account of anticipated expenditure during the forthcoming year, usually in March and September, and these on account payments are based on an annual budget prepared, one for each of the two blocks, by the managing agents and agreed by the relevant Committee. The budget will take account of the maintenance for the efficient management of the block including any major internal or external works.

Every effort is made to create reserves as necessary so as to minimise the likelihood of major fluctuation in service charge demands.

#### **4 Working Hours**

Please familiarise yourself with working hours for contractors which are Monday - Friday 8.00 - 17.00 hours Saturday from 8am - 12noon, No works will be permitted on Sundays and Bank Holidays. This particularly applies to sections 6 and 19.

#### **5 Moving in**

Care must be taken to protect the floors and walls of common areas, during the movement of furniture and household items. The high-rise block has a lift and Residents and Tenants should be mindful of the weight limit for the lift usage. The lift must therefore not be used for exceptionally heavy items. If the lift is to be used to move or if items are being delivered at any time we ask that respect is shown regarding looking after the lift. To that end tenants/residents are asked to:

- Lay down the wooden floor panels provided, to protect the floor.
- If a quantity of items are placed in the lift there could be contact with the walls or mirror, please use the "lift curtains". They just hook/hang on the bolts located on each wall.
- The wooden floor panels and the curtains are located behind the first door that leads to the back door. In that room, between the doors there is an added shelf, the curtain is located on this shelf. If a resident feels they might struggle putting up the curtains please ask a member of the committee for assistance, they will do this for you.
- It is the owner's responsibility to ensure their tenants are made aware of the requirements to protect the lift,
- Large or heavy items should be carried up using the stair case at the side of the lift
- The low-rise block does not have lifts but care must be taken to prevent any damage to the walls.

#### **6. Cleaning and Refuse Disposal**

Milford Court currently use a local cleaning company who are contracted to clean the common hallways, fire escape, locker rooms, lift and front and rear entrances in both blocks.

Parson Son & Basley set up and monitor the contract to obtain value for money and the best working practices. Currently the cleaning contractor is employed working Monday, Wednesday and Friday mornings. Residents should be mindful of the fact that should they, or their visitors, damage any part of the public areas, they will be held accountable for any work required to make the damage good. In the case of damage to the carpets, it would be expected that those responsible, approach the cleaner who has commercial carpet cleaning equipment. The cost of using his service would then have to be born by the resident.

Household refuse can be deposited in small refuse bags and left outside each flat door for collection by the cleaners between 9.00 - 9.30am. It is important to ensure the household waste is well or double wrapped in polythene/plastic bags, secured at the top and not leaking thus preventing smells and damage to the carpet. Household waste should be kept inside flats on the days the cleaner does not call i.e. Tuesdays, Thursdays and at weekends and not left outside flat doors overnight or in electricity cupboards. Residents can of course, place their household waste in the dustbins located in the rubbish bin garage between No 20 and 21

The types of recyclable waste, as detailed on the poster in the refuse garage, do not have to be separated but must be taken by residents and emptied into the blue recycling bins, and not placed in the bins in sealed bags.

Cardboard boxes from packaging must be cut up small and placed in the recycling bins and NOT just left on

the top of the bins.

The **weekly** collection is for domestic household (green bins) and recyclable waste (blue bins) only and residents must NOT dump furniture, duvets, chairs etc or any other such item in the garage. Residents must take such items to the council tip, details of which are on notices in the garage, or make arrangement for the collection of these items directly from their flat

The above instruction is a directive from the Council who can implement a fine or refuse to empty the bins for non-compliance; we received a warning from the Council a couple of years ago, so it is imperative to adhere to this instruction.

## **7. Parking**

There are 29 garages situated at the rear of Milford Court, which are demised within the leases of flats, there are also residents/visitors parking bays on site. To ensure parking bays are available residents with a garage are asked to show consideration and use their respective garage for parking their cars rather than the limited parking bay spaces. Camper vans, vans, caravans and commercial vehicles are not permitted under the lease.

Residents with cars that are not used on a regular daily basis are asked to park their vehicle(s) at the far west end of the parking area – facing west, this will free up spaces nearer the main entrance of the block. We do have several residents that do not find walking easy; it is fair that they are given a chance to park near the main entrance.

The front lay-by is a drop off zone only and vehicles must not be left unattended at any time. Residents must notify their guests and tradesmen of this requirement and ensure that their vehicles are parked in the rear car park, preferably at the west end.

Our insurance company have requested there should be a clear road to the garage compound.

The number of cars being parked is increasing and parking is only for residents and their visitors, whilst visiting residents on site.

## **8. Bicycles**

It is not permitted for bicycles to be brought into the blocks, this includes the standing of bicycles in the entrances, inside the building, for any length of time. Storage problems have been overcome by the rental of a garage for the storing of bicycles. This facility is available for all residents at Milford Court and a key for Garage 27 can be purchased from Mr Douglas Brown Flat No 28. The rental fee is combined within the service charges. Garage 27 is also used for the storage of garden equipment and supplies.

## **9. Smoking**

Smoking is not permitted in the lift or communal areas, including front and rear outside entrances. Please do not discard cigarette butts by throwing them from balconies/windows. Please also desist from throwing cigarette butts onto grassed areas, paths, sunken garden and the garage compound.

## **10. Mains Water**

Residents should be aware that if their property is left vacant the stopcocks should be turned off. With regard to the High Rise the mains water supply stopcock are located beneath the kitchen window and the valve supplying the water tank, located in the airing cupboard.

**Low Rise** - there are generally two stop taps to isolate the main water supply. Located in the bathroom and kitchen there could also be one on the central heating water tank. Residents should make themselves aware of the location of their stop taps/isolation valves.

## **11. Insurance**

The premises are insured through the Managing Agents and the cover relates to the fabric of the buildings, including garages together with fixtures and fittings – concise details of what is covered will be detailed in the policy document and schedule.

Water damage claims can result in an increase to insurance premiums and excesses liability. Therefore

leaseholders are asked to be diligent in ensuring that plumbing is maintained to a standard that prevents the possibility of water penetration to adjoining flats.

Leaseholders should ensure that they have adequate cover in respect of contents and any sub-letting that may arise.

## **12. Fire safety**

With regard to the High Rise, directional route notices are posted within the common parts providing the direction to depart using the fire escape staircase in the event of an evacuation of the building being necessary. The lift should never be used as a means of escape

There are two fire doors to the staircase from each landing; these must be kept shut at all times. The door leading to the lockers room is also a fire door and must never be propped open.

Residents and/or the owners of the property must be aware that items must not be left in the stair well corridor, communal hallways, or locker storage area. These areas have all been deemed as means of escape by the fire service and our insurance company and must be kept clear and not used to store items for any length of time.

It is advised that residents should purchase and install smoke alarms within their property and also a fire blanket.

The Low Rise blocks do not have a lift and each block only has one staircase. Fire notices are posted and should a fire be detected in addition to alarms, hallway lighting, independent to the mains supply, will function.

The Low-Rise smoke alarms are tested normally at 10.00am on Tuesdays and the battery-operated lights are tested the installers Their details are posted on the walls in each hallway.

Our insurance company carry out random visits during the year, with a follow up report. Breaches are in the report notice and our annual insurance fee is based partly on our house keeping.

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**Barbecues** of any kind on balconies are a significant fire risk and **are therefore prohibited**.

## **13. Communal Heating**

Milford Court (High Rise) has a communal heating system. The central heating operates from 1<sup>st</sup> October to 30<sup>th</sup> April from 7.00 am until 11.00 pm. In extreme cold weather the heating will automatically revert to 24 hours, this is to protect pipes from freezing. Under extreme hot weather during this period the heating can also be regulated. There are two gas boilers serving the High Rise block and these are serviced regularly.

Should any resident decide to replace and remove any of their radiators this would involve partly draining down the system, which would affect other flats, therefore they must contact Parsons Son & Basley or Directors of MC(L) on this for information on protocol.

## **14. Lift**

The lift in the High Rise is maintained under contract with Southern Counties Lift Services Ltd and is subject to monthly inspections. There is an emergency panic button in the lift. Should the lift stop and the door will not open push the button and hold, you will then be spoken to by staff from Southern Lift Services, who will organise your extraction from the lift as soon as possible.

Should the lift stop working, contact details for the company are posted on each floor.

Children under the age of 14 must be accompanied with an adult when using the lift.

Residents and/or the owners of the property should be mindful of the weight limit for the lift usage. The lift must therefore not be used for exceptionally heavy items. If the lift is to be used to move items or if items are being delivered we ask that respect is shown regarding looking after the lift. ( See No 5 Moving In)

If furniture items are being delivered, it is the residents responsibility to ensure the action above is taken.

It is also the responsibility of the owners to ensure tenants are informed of these procedures detailed above.

## **15. Door Entry System**

High Rise: There is an audio door entry phone system which we now own and. If a resident experiences any problems with the reception or access buttons, please contact a member of the Residents Committee or Parsons Son and Basley, giving your flat number and contact number in order for the designated company to make contact with you to arrange a visit during their working hours

When we have inclement weather, i.e. very high winds, residents are advised to use the back door for their own safety as the doors on the front of the building are very hard to open in high winds.

**Low Rise:** Each of the three blocks has an audio door entry system, should a fault develop Parson Son & Basley should be contacted to report the problem.

## **16. TV / Satellite TV**

There is a communal aerial system for BBC 1/2, ITV, Channel 4 and 5 plus Freeview. This aerial is in a 'loop system', which means it is interconnected. Under no circumstances must residents unscrew and interfere with the aerial socket on the wall in each flat, doing so will prevent the aerial from working in your flat and will stop the TV reception in the flats above and below you.

The communal aerial was re-installed in 2019 and gives a good signal now. If you experience poor TV reception from the aerial, ask other residents if they are experiencing the same problem. If other residents are not experiencing reception problems, we recommend that you discuss with Parsons Son & Basley or MC(L)L Directors. Residents are responsible for the cost of a call out. However if the problem is identified to be communal, then the cost will be met from the maintenance funds account.

Access to the communal aerial, located on the roof, through a locked door, is not allowed.

Cable Television is also available (to both High Rise and Low Rise blocks) through VIRGIN MEDIA This is installed in every flat, but usage is optional. Residents should contact Virgin Media direct to discuss requirements and payment.

SKY TV is not installed in the High Rise and the installation of a SKY DISH is not possible due to our roof installation. Any kind of drilling into the roof or connections to it would void our roof guarantee. A dish is however not required to view SKY TV, this can be installed by means of a BT phone line, contact BT for details.

## **17. Balconies and signs**

The lease prohibits any kind of aerial or other apparatus to be erected on the exterior of either building or located on balconies or windows. It is also not permitted to hang washing or clothing on balconies. Any display of advertising boards of any kind is STRICTLY prohibited.

## **18. Sub-letting**

Under the terms of your Lease (Clause 13) you are required at all times to observe the Regulations set out therein. There are, however, additional Regulations that the Freehold Company wish to implement in accordance with Clause 4(vi)(ii) for the benefit of all residents in the blocks and these are listed below.

Furthermore, a booklet has been produced explaining 'how things are run' at Milford Court; this covers parking, rubbish removing, security and much more. A copy of this can be viewed and downloaded on line – [www.milfordcourt.co.uk](http://www.milfordcourt.co.uk), letting agents can also download this to help the tenant settle in.

- Where the leaseholder/shareholder appoints a letting agent, full details of the agent must be provided to the managing agent, Parsons Son and Basley, together with the terms of their instruction. These details should be supplied to Parson Son & Basley prior to the tenant taking occupancy.
- The maximum number of tenants in a sub-let must be specified in the lettering agreement to ensure over-occupancy does not occur, a maximum of two cars per sub-let flat is permitted.
- All sub-letting must be in the form of an Assured Short hold Tenancy so as not to create any right of tenure.

- Under the terms of the Lease the property may not be subject to a letting of part and therefore the property must be let as a single dwelling. The property must not be sub-let to separate, unrelated individuals, as this would constitute a sub-letting of part – See Item 1 of the Fourth Schedule’.
- All sub-tenants will be required to enter into a direct Deed of Covenant with the Leaseholder/Freeholder to ensure that the relevant covenants within the lease are adhered to (see format attached).
- You will continue to be liable for all service charges and ground rent – where applicable. Details of an alternative address in the UK should be provided for the serving of Notices and demands for service charge under the terms of the lease.
- You must inform your insurance company, or your insurance may be rendered invalid. Ÿ
- You should always inform your mortgage company.
- You need to be aware of the legal obligations for servicing gas appliances and electrical safety certificates and any other statutory obligations. The Freeholder holds no liability for these matters.

### **Tenants**

- The behaviour of tenants is the sole responsibility of the owner of the property, accountability falls on the owner and not the letting agents.
- Owners must ensure their tenants are made aware of the running procedures at Milford Court before moving in and it’s the responsibility of the owner to provide a copy, during tenancy. Once again accountability falls on the owner, not the letting agents.

### **19. Internal Alterations to Flats – General conditions**

It should be noted that any alterations undertaken will not affect the service charge percentages contained within your lease and you will remain liable under the terms of your lease for the payment of general maintenance and external repairs, renewals or redecoration of an immediate, urgent or clinical nature.

Under the terms of your Lease the Managing Agent, on behalf of the freehold company, must approve all proposed alterations in advance and a Licence for Alterations entered into – a copy of the standard document is available on request to the Managing Agents.

Your application for a Licence should be accompanied by:

- Existing and proposed plans of the flat showing in detail the proposed alterations.
- Planning Application or Consent as necessary.
- Structural Engineer’s calculations in respect of the removal or alteration to any load-bearing structure.
- Any relevant technical data in support of any installation.
- Specification of Works.
- Details of the materials to be utilised.
- Building Regulation Consent and Building Notices – as applicable.

This list is not exhaustive and may be subject to change or addition depending on the extent of the works. It is imperative that works of a structural nature are monitored and documented in order to protect the structural integrity of the buildings.

You will be responsible for the Managing Agents and Freehold Company’s reasonable fees in connection with the granting of the Licence for Alterations – fees are available on request.

Failure to notify the Managing Agents of proposed alterations and thus failure to enter into a formal Licence for Alterations will constitute a breach under the terms of the lease and may result in the Freehold Company requiring you to (a) refrain from undertaking the work and may result in an application to the Court for an Injunction and/or (b) an application to the Court to reinstate the premises to its former layout.

Please familiarise yourself with working hours for contractors which are Monday – Friday 08.00 to 17.00 hours. Sat from 8am to 12noon. No works will be permitted on Sundays and Bank Holidays

Within the Fourth Schedule of the Lease there is a covenant relating to floor covering and soundproofing. Please note that all leaseholders are obliged to fit carpets and underlay in habitable rooms. This does not include bathroom and kitchen areas.

It is important to note that all alterations should be formally documented for the benefit of Milford Court generally, for your peace of mind and in order that any future sale is not impeded by the lack of formal documentation and consent from the Freehold Company.



## **20. Electrical and Gas Supplies**

Residents and/or the owners of the property should be aware that the electrical installation within their flat is the responsibility of the leaseholder. It is imperative that installations are inspected in accordance with current regulations and that periodic inspections are undertaken.

Any gas appliances within flats are similarly the responsibility of leaseholders and regular checks should be undertaken in accordance with current regulations.

## **21. External Alterations/Renewals – General conditions**

### **Replacement of windows in UPVC**

It is the responsibility of individual leaseholders to ensure that the necessary Planning Consent is obtained. It is recognised that the previous freeholder ignored windows being randomly replaced. This is being highlighted for that reason and compliance with Means of Escape recommendations.

- Replacement windows must therefore match the original windows and not necessarily the window being replaced. This is to comply with Means of Escape in Case of Fire. All necessary planning applications or compliance with statutory obligations is the leaseholder's responsibility. Details of the original windows accompany this document.
- The installation should be undertaken by a FENSA approved installer and comply with British Standards.
- The new windows should be installed with suitable flashings, which must include a horizontal and vertical damp course to prevent any possible future water penetration bridging the cavity wall. However, we appreciate that traditional methods of installing either vertical or horizontal membranes may not be applicable to modern PVC-u windows and therefore your window installer must submit to you an alternative method of suitable weather proofing which must be approved by the Managing Agents on behalf of the freehold company
- Due to the height and exposure of Milford Court the new frames and sashes must have full aluminium or galvanised steel cores and non-corroding catches and moving parts (preferably stainless steel).
- All glass must be plain glass i.e. not leaded windows.

### **Replacement of Balcony doors on the South Elevation of the High Rise in UPVC**

The original design for balcony doors was 'two doors'; leaseholders may wish to have only one door and this is permissible, provided that it is in keeping with the appearance of the building.

However, the following general conditions will apply:

- All balcony door frames for either outward/inward opening doors or sliding doors must have a suitable sill fitted as part of the construction of the overall frame. The sill must sit on a suitable membrane so as to stop water penetration through the underside of the frame
- The new windows must have suitable flashings fixed around them, which must include a horizontal and vertical damp course to prevent any possible future water penetration bridging the cavity wall. However, we do realise that the old version of installing either vertical or horizontal membranes may not be applicable to modern PVC-u windows and therefore your door installer must submit to you an alternative method, which must be approved by the managing agents.

## **22. Key safes**

Permission must be applied for the installation of a key safe. Such permission can be granted to install the safe by the back door and permission to place such items around the front entrance walls will not be granted.

## **23. Garages**

It is not permitted to rent, sell or lend a garage to any person who is not resident at Milford Court.

## **24. Gardens/Gardening**

A gardener works one day a week during the summer months to maintain the gardens. The High and Low-Rise committees discuss the maintenance of the garden jointly; this ensures the high standard of garden presentation we enjoy at Milford Court.

The responsibility of flowers, shrubs and bushes etc are part of the freehold structure. If a resident has ideas or an issue with any part of the garden or items growing therein they should bring the matter to the attention of the joint committee. Individual residents do not 'own' any part of the gardens even if items growing are located on the other side of the wall to their property.

## **25. BIRDS**

In order to prevent a problem, residents should not under any circumstances encourage birds, by putting out or offering food.

## **26. Window Cleaning**

For those on the ground floor, 1st floor, 2nd floor and 3rd floor window cleaning services are available and there is a charge included in the service charges. Should anyone moving into any flats on those floors not want this service then they should contact Parsons Son and Basley and have the charge removed. Details are as follows:

The company Divine Shine, will clean approximately once every 4 weeks from April to September and once every 8 weeks from September to April. The exact dates will be determined by the weather. The company can be contacted via their web site [www.divineshine.co.uk](http://www.divineshine.co.uk) or by telephoning 01903-899790 or 07836-776398.

## **27. Additional Covenants to Lease (First Schedule - First Part)**

**The Lessor, Milford Court (Lancing) Limited is 'relaxed' about some of these sections of the lease but they are in place and would be enforced, at the cost of the owner, if they are breached repeatedly and seriously.**

Not to carry on any profession trade manufacture or business or hold any sale by auction in the Flat

Keep and use the Flat as and for a single private residence in the occupation of one family only

Not to use, or permit to be used in the Flat, any piano, pianola, radio, or television set, loudspeaker, gramophone, record-player, tape-recorder, or any mechanical or other instrument or contrivance of any kind.

Not to use washing-machine, spin-dryer, refrigerator, or other machine of any kind, in such manner as to cause nuisance or annoyance to the lessees or occupiers of other Flats.

Not to use any such instruments or machine which stands on the floors of the flat unless the same be stood upon insulators made of rubber or other suitable sound-deadening material.

Not to use or permit to be used any such instrument or machine as aforesaid (other than a refrigerator) nor practise or permit singing or the playing of any piano, pianola, radio television set, loudspeaker, gramophone, record-player, tape-recorder, or other instrument between the hours of 11pm. and 7a.m.

To clean all windows of the Flat (both inside and out) at least once a month.

To keep the floors of the Flat covered with carpet and under-felt or with such other effective sound-deadening floor-covering material

NOT to keep or allow to be kept any DOG, CAT, REPTILE or BIRD in the Flat.

Not to hold or permit, to be held, any political or religious meeting in the flat or any part of the buildings, nor to use the same for giving dancing, music or singing lessons.

Not to fix any radio or television aerial to any part of the exterior of the Flat

Approved by MC(L)L - July 2021