

Renaissance Group Limited



Building Management Regulations for Titanic Mill

(Issued under the terms of Para 9 Third Schedule of the Apartment Leases)

General

Living in a shared community building has many advantages and the fact that you have chosen to live in Titanic Mill suggests that you have already recognised this. There are a number of matters which you need to also accept to allow everyone in the building the opportunity to have the quiet enjoyment of living here.

Most of these regulations are derived from the apartment Head Leases and are self-evident but nevertheless are stated to avoid any doubt.

All sub-letting of apartments must include a requirement that the sub-tenant complies with these regulations. It is important that you recognise that your sub tenants behaviour and adherence to these regulations is your responsibility and you will be called to account for any breach of them.

Moving In/Out

Please do not use, or ask removal firms to use, the lifts; they are weight sensitive and will shut down, also holding the doors open will cause a fail-safe to engage. In either event, should it be necessary to call out engineers to correct such a fault, you will be charged for any cost caused by you or your sub-tenant, and this can typically be up to £300 per call out.

The leaseholder and /or letting agents must advise the Managing Agents each time a sub-tenant takes up and/or leaves residence at Titanic Mill. Specific dates and times are required.

Whenever a sub-tenant takes up or leaves residence at Titanic Mill a responsible person appointed by the leaseholder and/or the Letting Agent MUST attend to ensure no damage is caused.

A representative from the Managing Agents will, if requested, attend in lieu of a responsible person from the leaseholder and/or the letting agents. Attendance MUST be within the hours of 9am to 2pm Monday to Friday. A charge of £100.00 will be made and needs to be paid prior to the visit.

Access for vehicles transporting furniture to the stair tower can be arranged through the Managing Agents. 48 Hours Notice is required and should be made by email during normal working hours Monday to Friday.

(Please also refer to the section regarding Corridors, Accesses and Lifts below)

Car Parking Space

Your apartment has *one dedicated* parking space. You should have been told and know which space this is. You have no right to park in any other space and it can be very annoying to other residents if you park in their allocated space. The majority of the spaces are in the residents parking area which is behind a barrier. A key as to the relevant spaces, and the designated area of the main car park, is displayed on the main notice board on the ground floor next to the lifts.

The main car park is leased by the Titanic Spa and is primarily for guests of the Spa; you must not park there unless your own space is within the body of the main car park.

If you have a second car you may not park it on site.

Section 2 Clause 2 of the Head Lease clearly states that the leaseholder has the right to park one roadworthy motor car (but not a van or a lorry or a commercial vehicle) in their allocated Car Parking Space. All sub leases must contain this clause and all sub-tenants clearly advised of this clause and that they are bound to abide by it.

The car park is managed by a car parking company and you must abide by the rules, which are clearly signed. If you fail to abide by the parking rules you will be ticketed, these tickets are payable and the car parking company will pursue unpaid tickets through the courts if necessary.

As specified in the apartment leases, you may not park, or bring on site, a commercial vehicle, including a sign written car, a vehicle which is not roadworthy, an untaxed vehicle, a caravan, a campervan or similar vehicle or trailer. Parking or depositing of plant and machinery is also prohibited.

Any offending vehicle or item is liable for removal and any attendant costs will be charged directly to you.

Refuse

It is prohibited to leave any rubbish or waste of any kind, anywhere inside the building or its grounds, other than in the designated bins. It is not sufficient to

leave refuse in bags in the refuse area, as this will encourage vermin. All rubbish must be placed in the bins.

Your domestic rubbish must be placed in one of the bins provided in the residents' compound at the east end of the building. Glass should be recycled in the relevant bottle banks.

You must never use the Titanic Spa skips as they are private and for commercial waste. As commercial waste is expensive to dispose of and is not covered by the domestic local authority council tax, persistent breaches of this aspect may result in your being charged for the cost of removal.

Any large items must be disposed of separately and it is your responsibility to arrange this.

If you fail to act responsibly in respect of the disposal of your rubbish, this will be a breach of the relevant legislation and such an act is a criminal offence.

Visitors

To reiterate what is pointed out above, your visitors may not park in the Titanic Spa car park.

It is your responsibility to ensure your guests do not disturb other residents as they enter or leave your apartment.

The occupants of the building are responsible for the behaviour of those who visit them. Should any visitor behave in a manner which contravenes the provisions of these regulations the occupant they are visiting will be held responsible for this contravention.

Delivery vehicles

The Local Authority have stipulated that no delivery vehicles shall be allowed on prior to 8 am.

Taxis or being collected by car

Please ensure that when you book a taxi or you are collected by car that you advise them to turn off any car radio or music once entering the car park, it is vital that no horns are sounded once on site. Any vehicle using its horn may be asked to leave immediately. Any taxi operator who persistently sounds a horn will be banned from the site. For the comfort of all residents, please be a good neighbour and also observe this yourself.

Balconies

It is important to be sympathetic to your neighbours when enjoying your balcony, particularly when using them after 10pm when you are expected to keep noise to a minimum.

When you signed the Covenants contained in your Lease, when purchasing your apartment, you undertook not to affix plant holders or hanging baskets to any part of the balcony. You also undertook, in Para.20.1.(c), of the FOURTH SCHEDULE (Lessees Covenants) , not to hang out any clothes, linen or furnishings on the balcony.

You must not discard cigarettes over the balcony, as such an action is antisocial and dangerous, quite apart from constituting a fire hazard and at the very least is classed as littering.

As a matter of safety, you must not throw anything from your balcony, including the security fob, to persons on the ground. The potential for injury both from falling from the balcony or people on the ground being hit, in such a situation is considerable.

Also for reasons of safety, it is forbidden to trail and affix cabling outside of any apartment including from the balcony to the ground floor, for any reason whatsoever.

Excessive Noise or Nuisance

You must be considerate to your neighbours when playing music, radios or televisions within your apartment. Excessive noise is one of the most common causes of neighbour disputes. If you, or your tenants, are responsible for a disturbance arising from excessive noise of any kind, this is a breach of your lease.

There is in place an emergency procedure to deal with incidences of excessive noise or nuisance. The emergency number is displayed in the residents' central corridor.

All incidents of excessive noise should be reported by phone to the Managing Agents who will, if possible make contact with the occupant of the offending apartment.

If the offending occupier cannot immediately be contacted or persuaded to reduce the noise, a warning will be issued and if after 15 minutes has elapsed there is no change, the Managing Agents have the authority to switch off the power to the offending apartment. The power will not be switched back on until the following day and even then at the discretion of the Managing Agents.

Smoking of Restricted substances

The smoking or using of any restricted substance is strictly prohibited within the Titanic Mill Estate (ie. Building or Grounds). In the event this rule is breached the Freeholder will, without further notice if necessary, serve a section 146 Notice for breach of Noise and Nuisance clause at 20.1 of the Fourth Schedule of the lease.

The pervading smell of Cannabis in particular is offensive to many people and to smoke it in the Mill is definitely a nuisance to other occupants.

Parties or Gatherings of People

As a result of several incidents of excessive noise caused by parties and the refusal of the hosts of these parties to reduce the noise when asked to do so, from now on, parties and gatherings of people are only allowed if the Managing Agents have been notified by e mail, and have confirmed receipt of such by e mail, a minimum of 96 hours before the commencement of such an event stating the name and address and phone contact number of the occupier and the date, start time and proposed duration of the event. Any party or gathering not so authorised will automatically be considered to breach the noise or nuisance provisions shown above and the host will be directed to terminate the gathering.

If in the future the Managing Agents staff attend site as a result of a complaint of excessive noise or nuisance and they discover that the party is not properly authorised, they will automatically require the termination of the party. If this direction is not adhered to they will institute the procedure referred to in the Excessive Noise or Nuisance paragraph shown above.

You are reminded that the Lessees Covenants restrict gatherings of people to a maximum of 5 for such meetings as political, religious or charitable/fundraising purposes.

Communal Utility Supply

The building has a communal supply of all utilities. This supply is operated by Titanic Mill Energy Services Ltd (TMESL).

The billing, metering and collection of payment is managed by Switch2.

Day to day enquiries on billing, metering and collection of payment, should be addressed to Switch2 during normal office hours on the telephone number displayed on the notice board.

Their emergency number is displayed on the notice board, where this is necessary, but you should be aware that, if on attendance, the matter is not considered to be an emergency, you will be charged directly for the total cost of

the callout. Attendance by an engineer outside normal office hours is charged at a rate up to 4 times that of daytime callouts

You should be aware that TMESL have strict terms and conditions of supply and your installations within the apartment need to comply with them. Details can be found on the TMESL website www.titanicmes.co.uk.

Heating

It is forbidden, for you or any contractor appointed by you, to work on your heating or hot water system, as it is part of a communal installation; any works will need to be authorised by us. If you have any issues they should first be addressed to the Managing Agents, whose contact details are on the Notice Board, and who will ensure that the correct procedure can be followed.

Please refer to the “Procedure For Obtaining Authorisation From Managing Agent for Any Proposed Works to the Heating and Hot Water Systems of an Apartment” displayed on the notice board in the Residents Central Corridor or on the “Things You Need to Know” page on the TMESL website –

<http://www.titanicmes.co.uk/things-you-need-to-know/approval-for-work-undertaken/>

You must not authorise or undertake any work on the system without prior approval in accordance with the provisions of this paragraph.

Electrical

It is a condition of supply from Titanic Mill Energy Services Limited that the electrical circuits and installations throughout the building comply with BS7671. We shall therefore require, for each apartment, a certificate (known as EICR) from a suitably qualified electrician under Part P, to be delivered to us in order that we can satisfy this fundamental requirement. For the current year, please ensure that we have this by 1st January 2017 at the latest and it should be renewed every five years.

We require that you have portable appliance tests every two years on all your electrical goods. A confirmatory certificate must be delivered to us.

Please avoid using portable electric heaters as they can cause fire.

Each of the above provisions are to ensure the safety of the building against the risk of fire. It is also possible, that should there be damage to any part of the building that those apartments not proving to be compliant may find that they are not insured against any losses or liabilities.

You must not authorise or undertake any work on the system without prior approval in accordance with the provisions of this paragraph.

Smoke Alarms

The introduction of the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 imposes responsibilities on all landlords to fit hard wired smoke alarms on each floor of buildings. Whilst alarms were installed at the time when the apartments were initially built, it is important that they are tested regularly. Despite the fact that these Regulations do not impose a responsibility on resident lease owners, in order to protect the inherent safety of the building, we require that all apartments have a smoke alarm on every floor. We require a letter delivering to us on 1st January each year confirming that there is an operative smoke alarm on every floor and that they are regularly tested.

Call Out Procedure and Authorisations Required

Should you need to call out an electrician, plumber or heating engineer you are reminded that it is mandatory that all proposed work is authorised by the supervising utility specialists appointed by TMESL (SUS). This authorisation should be obtained prior to any work being undertaken. You are also required to obtain from SUS a certificate of compliance on completion of the work. No direct contact should be made with the SUS; all enquiries should be addressed, in the first instance, to the Managing Agents.

In the event of an emergency, you should call the Managing Agents.

Should you discover anything requiring attention, of a non emergency nature, please also telephone the Managing Agents and they will arrange the necessary contractor to attend site.

Corridors, Accesses and Lifts

Please ensure that nothing is left in the corridors or fire escapes. You agreed when you signed the Lessees Covenants that the accesses must be kept free of obstructions. Any item impeding access is deemed as a fire hazard and if, 24 hours after you have been requested to remove such items, they remain, they will be removed without further reference to you and may be subsequently destroyed or disposed of. Any attendant costs will be charged directly to you.

No trailing electrical leads or extensions are permitted in the corridors or communal areas.

Please ensure you only use the main lifts found in the residents central entrance lobby.

Should you discover any lift which is not operational, please contact the Managing Agents.

You must never tamper with the door access locks when entering or exiting the building or the corridors and you must use the appropriate key fob. Appointed

Closed Circuit Television

For your protection and security all communal areas of the building are now covered by CCTV cameras.

Pets

When you signed the Lessees Covenant you agreed to obtain in advance written permission to keep domestic pets which are restricted to dogs, cats or indoor caged birds usually kept as pets. This permission, which will not be unreasonably withheld, must be obtained in writing from the Managing Agents and can be withdrawn at any time where any pet is causing a proven nuisance.

Any dog or cat owner disposing of faeces inappropriately on site will risk the immediate withdrawal of the permission to keep the pet. This is particularly aimed at those owners who dispose of excrement around the estate.

No breeding of animals is allowed.

If you are a sub-tenant your landlord may have a no pet policy which they are at liberty to impose without our involvement.

Please avoid walking your dog on the car park or surrounding grass. Should you be persistently found to be allowing your dog to foul these areas the permission to keep the pet will always be withdrawn.

Dogs must always be on a leash when on the site.

It is your responsibility to ensure that your pet is clean and dry before entering the building. You will be charged the cost of any cleaning or repair which is required as a result of the breach of this condition.

External or Internal Structural Additions or Alterations

You are reminded that it is part of the Lessees Covenants, which you signed when purchasing your apartment, that you may not carry out any structural additions or alterations to the property without prior permission.

You may not paint or treat or apply any colour to the external surfaces of the building without prior written permission.

Service charge

You are reminded that it is an obligation of all apartment owners, to pay the annual service charge in advance on 1st January each year by standing order. Where the payment of this in one amount would cause financial hardship it might be possible, as an exception reviewed annually, for alternative arrangements to be made. Such arrangements are not automatic and where payment is approved by instalment, any incidence of nonpayment at the appointed date will mean automatic return to the provisions of the Lessees Covenants which requires one amount on the 1st January each year by standing order.

Payment by instalment is not available where a lease owner owns more than one apartment.

Damage

The cost of making good any damage done to communal areas of any type will be charged directly to the owner of the relevant apartment, whether the damage is done by the owner, the occupier or any visitor to the apartment.

Public Liability Insurance

All lease owners must maintain a policy of insurance which covers third party liability; this is commonly known as a public liability insurance policy. It is normal for such cover to be included in a contents policy. Specifically, the policy should cover for any consequential damage to surrounding apartments, and or the communal areas, arising from the failure of any fixture, fitting, pipe work or appliance contained in the apartment.

A copy of this policy and the annual renewal documents must be lodged with the Managing Agents. It is your responsibility to volunteer this information.

It is in your own interests to maintain such a policy because should any other property in the building be damaged as a result of an incident in your apartment will be liable for the costs of repair to either the other, lease owner, occupier or their insurers.

Repairing, working on and the washing and valeting of vehicles

No work of any kind must be undertaken on any vehicle, whether the property of the occupant or not, anywhere on the site. This activity is expressly banned. The breach of this rule will be taken very seriously and any vehicle owner or occupier who breaches this rule may find that they are banned from parking their vehicle, or any other vehicle, anywhere on the site. Any breach of such a ban will incur a substantial penalty.

The washing and valeting or cleaning of any vehicle, either interior or exterior is expressly forbidden anywhere on the site. This includes your own car parking space. For the avoidance of doubt, vehicles should not be washed, polished, or hoovered out on any part of the site.

Satellite Dishes and External Aerials

Satellite dishes, external aerials or similar apparatus are not permitted to be installed on the external surfaces of the building. Any offending item will be removed without delay and any consequential costs will be recharged to you.

Security Fobs

Your key fob will contain a security chip which will allow you access to all the areas to which you are entitled access. You are not permitted to lend to or borrow from, any other person, a key fob which modifies your access privileges. Should you lend your key fob to anyone else you should remember that you will remain responsible, with its consequential liabilities, if they breach the security of the building. Adherence to this policy is in the best interests of all users of the building and will help to reduce the incidence of vandalism, theft and other incidental security matters.

You must not throw your security fob to any person on the ground as this practice has the potential to result in serious injury.

Additional or replacement fobs are available for purchase at the reception of the Spa. The supply of these will typically take 48 hours.

Mill Security and Access to Prohibited Areas

Some areas of the building have restricted access. This is for reasons of safety and security. All such areas will be either locked or have prohibition signage. You must respect these restrictions which are designed for your safety and comfort and to reduce unnecessary remedial costs.

The security of the building is extremely important and is the responsibility of everyone who frequents the building. Because security is a dynamic matter RGL reserve the right, for the benefit of all occupants, to change the security procedures and systems without prior notice. You are expected to adhere to these procedures for your own benefit and the benefit of all other occupants. These procedures are there to protect both your person and your property and are not introduced lightly or needlessly. Should you ignore them, you put not only yourself, but also the other people around you, at risk.

Use of Communal Mill Garden

The communal garden is an amenity for the whole body of occupants in the Mill. Please respect the area and avoid damaging it or dropping litter etc.

As RGL may be liable for any injury sustained whilst using the communal garden, no structure or furniture should be used or erected without prior written permission obtained from the Managing Agents. Such permission is at the sole discretion of the Managing Agents and this can be withdrawn at any time without explanation. Any article not so authorised will be removed.

Please be aware of your fellow occupants and ensure that when in the garden you do not make excessive noise, play loud music or disturb others who are also entitled to enjoy this space.

Threatening behaviour

There have been a number of occasions where staff of the Spa, staff of the Managing Agents and other residents have been verbally abused and in extreme cases threatened with violence. This is unacceptable and all occupants should be aware that this will never be tolerated.

All such occurrences will be reported to the police and we, as a company, will press for the full force of the law to be exercised and if required to do so will press for criminal charges to be brought. Such incidents will also be reported to the head lessee if appropriate with a recommendation that the culprit be evicted. If the culprit is a head lessee they will be given only one warning after which legal proceedings will be instituted which in extreme circumstances could result in forfeiture of the lease without compensation.

General Site Rules

You should not, under any circumstances apply any chemical or other preparation to any part of the site. This is being managed on a specific maintenance regime by outside contractors. Any person found breaching this is liable to be charged for the removal of any such application.

Certain areas of the site are designated by advisory signs, as being dangerous. It is expected that you will avoid these areas on health and safety grounds and you are advised that should you enter these areas you do so entirely at your own risk.

Sub Letting of Apartments

All Leaseholders and/or their agents are obliged to provide the Managing Agents with the names of the sub tenants and a contact number/email for the sub-tenants.

The sub-tenants must be supplied with the Mill Rules when taking up residency and all sub-tenants already in residence should be issued/re-issued with the mill rules.

As these Rules are legitimately issued under the terms of the lease, it means that it is an obligation of the lease, should any apartment be sublet, that the Managing Agents are informed the full names of all individuals named on the sub lease.

This notification should be given prior to the commencement of every tenancy. For the present, where there is an existing tenancy, this information should be sent to the Managing Agents immediately. (Please see Regulations “B” which refer to the subletting of apartments)

Fire Regulations

You must not under any circumstances interfere with the fire access and exit doors situated throughout the building.

The building is designed in such a way that the first policy on discovery of fire should be for the occupants to remain in their apartment and await the fire brigade. The fire service believes that this is the safest fire evacuation policy rather than their being impeded in their access to the building in order to fight any fire. The fire service would then manage an ordered evacuation if this proved necessary. This is known as a “stay put” policy and is accepted practice in buildings of this type.

If you, or anyone in your apartment, will find it physically difficult to evacuate the building without assistance, you must prepare your own Personal Evacuation Policy (PEP) and a copy of this must be lodged with the Managing Agents who will acknowledge its receipt, in writing.

Your life, or the life of the affected persons in your apartment, depends on your being sure that your PEP is in the possession of the Managing Agents,

Should there be any change in the circumstances prevailing in your apartment, however insignificant, your PEP must be updated immediately and lodged with the Managing Agent as described above.

THE LIGHTING AND USE OF FIREWORKS ANYWHERE ON THE SITE IS STRICTLY FORBIDDEN

A full Fire Procedure is displayed on the RGL Notice Board. It can, however, be summarised as follows:-

In the event of a fire you should call the Fire Brigade on 999.

You should close all doors.

DO NOT USE ANY LIFT !

The Fire Brigade has the facility to deactivate all of the magnetic door locks and will use this when they arrive.

Because it is a communally occupied building, the speed of response programmed into the Fire Brigades procedures will ensure extremely rapid response.

Speed Limit

The speed limit of the site (5 mph.) is displayed on the signage – this limit will be strictly enforced and any person persistently breaching the limit will be banned from driving on the site.

Information

An information notice board is in the Main Entrance and you are encouraged to read its contents regularly as it contains information and communications from RGL.

There is a section of the Notice Board which contains formal additions to and amendments of these Building Management Regulations and once they are exhibited they will be considered to be incorporated into this document. We recommend regular visits to the RGL website (www.renaissance-group.co.uk) to ensure that you have an up to date copy of this document.

You may also contact the Managing Agents or the agents managing your landlords' apartment.