



Residential Leaseholders' Guide

Part of Clarion Housing Group

Residential Leaseholders' Guide

Contents

1.0	Introduction	
2.0	Glossary of terms	
2.1	The landlord.....	6
2.2	Management company	6
2.3	Management agents (if applicable).....	6
3.0	Grange	
3.1	Management relationship	7
3.2	The management team	7
4.0	Your Scheme Manager	
4.1	Relief Scheme Manager	8
4.2	General duties	8
5.0	Communal facilities	
5.1	Lessees' obligations under the lease	9
5.2	Landlord's and Grange's obligations under the lease	10
6.0	Management Services	
6.1	Gardening.....	11
6.2	Cleaning and Window Cleaning.....	11
6.3	Repairs.....	11
6.4	Pets	12
6.5	Alterations	12
6.6	Security	13
6.7	Car Parking.....	13
6.8	Fire, Health & Safety Risks.....	13
6.9	Sub-Letting	14
6.10	Moving Home.....	14

7.0 Financial matters

7.1	Service Charges	13
7.2	How do we calculate the Service Charge?	13
7.3	Invoicing the Service Charge	16
7.4	Annual Accounts.....	16
7.5	Bank Accounts.....	16
7.6	Ground Rent	17
7.7	Reserve Fund	17
7.8	Management Fees	18

8.0 Property services

8.1	Repairs.....	19
8.2	Emergencies	20
8.3	Urgent	20
8.4	Non-Urgent	20
8.5	Insurance	21

9.0 Listening to our residents

9.1	Consultation	22
9.2	Residents' association.....	22
9.3	Code of practice	23
9.4	Complaints procedure	23
9.5	Mediation	24
9.6	Building defects	24
9.7	Useful telephone numbers	24

Residential Leaseholders' Guide

Contents

10.0 What if your landlord fails to carry out their obligations?

10.1 Legal costs.....	25
10.2 Management audit	25
10.3 Appoint a surveyor.....	25
10.4 Your landlord	25
10.5 Freehold transfer	26
10.6 Appointing a new managing agent	26

11.0 Communicating with Grange

11.1 Contacting us	27
11.2 Response time.....	27

1.0 Introduction

Welcome to your new home.

Grange's role is to manage your development by looking after communal areas and offering a range of services. This handbook is intended to provide you with information that will help you to settle into your new home benefitting from the facilities available.

Most of the properties we manage are leasehold and accordingly there are many references, within this handbook, to this form of ownership.

If you are a freeholder of your property, our responsibilities lie solely with the management of the communal areas and gardens, however, we hope you will find the information in this handbook informative.

We believe a successfully managed development is achieved through effective communication with residents and consultation on matters of major importance.

As part of our role and in line with our values, we want to ensure you are aware of your rights and obligations under the terms of your lease or title deeds.

This guide will identify the range of services provided; the people involved e.g. the Landlord and Managing Agent and our approach to Customer Service.

We hope you will enjoy many happy years in your new home.



Lorraine Murphy
Managing Director

2.0 Glossary of terms

2.1 The landlord

Your home may be owned on a long lease. The landlord could be one of the following:

- The developer
- Grange Management
- Resident Management Company
- A 3rd party (investment company)

Landlords are bound by the terms of this lease in the same way as you (the lessee) are. It is useful to note the name and address in your ground rent demand.

2.2 Management Company

The management company could be one of the following:

- Grange Management
- Resident Management Company
- Developer

Under the terms of the lease or transfer document, the landlord has a right to appoint a management company to act as its agents to manage its interests.

2.3 Management Agents (if applicable)

These are usually appointed by the management company to maintain their lease interests and obligations.

3.0 Grange

Grange is the trading name of Grange Management (Southern) Ltd, a wholly owned operating company of the Clarion Housing Group.

Grange is an Industrial and Provident Society primarily specialising in the management of private leasehold developments, estates and specialist leasehold retirement properties. We currently manage over 6,000 properties. For further information, please visit our website at: www.grangemanagement.com

3.1 Management Relationship

We provide a management service for a range of clients on new and existing developments; we collect the service charge from the leaseholders to meet the costs incurred in managing your development.

We also manage estates where we are the freeholders or where the freehold is owned by other parties.

3.2 The Management Team

The responsibility for the smooth running of each development rests with a dedicated team member. They are responsible for the employment of service contractors such as cleaners, gardeners and window cleaners, and will also visit the scheme on a regular basis to ensure that our highest standards are being maintained.

Your management team may comprise of the following:

- Property Manager
- Director

Support departments:

- Customer Accounts
- Property Services
- Administration

4.0 Responsibilities as a Resident

4.1 Moving In

If you are a leaseholder, your solicitor will be able to advise you on your obligations within your lease. These may include the following:

4.2 Your Responsibilities

As a homeowner you will be responsible for items such as:

- Internal redecoration, maintenance and repair (including plumbing and electrical issues) within your property
- Utility bills that are not covered within the service charge
- Contents insurance within your own property
- Internal window cleaning
- Council Tax

In order to ensure harmony within the estate some simple guidelines should be followed, such as the following:

- Respecting your neighbours' privacy
- Keeping noise to a reasonable level between the hours of 11.00pm and 7.00am

There may also be specific development rules and regulations which you should familiarise yourself with.

5.0 Your Lease

If you are a leaseholder, your solicitor will be able to advise you on your obligations within your lease. These may include the following:

5.1 Lessees' obligations under the lease

- To pay the service charge and/or ground rent in advance
- To pay all other outgoings in respect of your dwelling including charges for statutory services
- To keep the interior of your property well maintained and in good decorative order at all times and redecorate fully at least once in every five years and in the last year of the term
- To allow the Landlord or anyone working for them to enter your dwellings after reasonable notice, or without notice in an emergency, to examine its condition or to carry out repairs
- Not to damage the property, nor to make any alterations without the consent of the landlord (other than minor non-structural alterations, kitchen replacements etc.)
- Not to use the property in such a way as to cause a nuisance or danger to anyone else and only to use it as a private residence
- To observe such rules and regulations which the Landlord may apply from time to time and to comply with all covenants etc. affecting the property
- Not to assign, let or dispose of the property without the Landlord's consent. You should seek advice if you are in any doubt
- To pay the Landlord's legal and other costs in enforcing the terms of the lease in certain circumstances
- To pay the Landlord's reasonable costs in dealing with the assignment of the lease

If you have not completed the purchase of your property, you are strongly advised to ask your solicitor to explain your rights and responsibilities under the lease before the purchase is finalised.

5.0 Your Lease

5.2 Landlord's and Grange's obligations under the lease

These are summarised as follows:

- To keep the landlord's property, including common areas, staff accommodation (where applicable) access roads and parking areas, in a good state of repair and maintenance (except for the interior of each dwelling which is the responsibility of the individual owner), subject to payment of service charges
- To keep the common parts of the building adequately cleaned and lit
- To insure the property comprehensively (but not the contents of individual properties)
- To enforce the observance of covenants if reasonably required by the lessee but at the lessee's cost
- To provide relevant on site staff (where applicable)

6.0 Management Services

6.1 Gardening

On many developments, the communal gardens are maintained regularly via Grange for the quiet enjoyment of all residents. A specification detailing the frequency of the garden maintenance contractor visits is available upon request.

6.2 Cleaning and Window Cleaning

In accordance with your lease, all communal areas are cleaned regularly by contractors employed by Grange. A specification is available upon request, stating the frequency of the visits and the scope of the work for your development.

Please be aware that in accordance with the service charge budget and your lease, windows to your property may be your responsibility to keep clean. If you are unsure as to your developments position, please contact a member of staff at Grange, who will be happy to clarify the situation for you.

6.3 Repairs

We will consult lessees on the following matters:

- Major repair works where the cost will exceed £250 for any individual property.
- On maintenance contracts of more than 12 months where the cost will exceed £100 for any individual property
- Major issues of development management which are likely to affect some of or all residents
- Major changes to services
- Any other matter of importance

Where costs are below the legislative limits, a notice may be displayed and/or letter will be sent to each leaseholder asking for comments. Where the issue is more complex, we may hold a meeting with residents or discuss the matter with the Residents Association where there is one.

6.0 Management Services

If written comments are asked for, generally you will be given one month in which to reply. Consideration will always be given to residents' comments before a final decision is taken. All residents will be advised of the outcome of any consultation by letter. Please note we may not respond to individual letters.

6.4 Pets

Most pets are welcome but written permission must be obtained and a signed pet policy returned to Grange. Your lease may prohibit pets, whereby we will regrettably have to decline permission.

For the benefit of the other residents it is essential that dogs are exercised away from the development.

Should your pet become a nuisance to others, or you breach the terms and conditions on the pet policy, you may be asked to re-house the pet.

6.5 Alterations

Consent from your landlord is normally required should you wish to carry out alterations to your property. Consent will not be unreasonably withheld, however, you will be responsible for the total cost of the work involved, ensure that any planning or building regulation consent necessary is obtained and that the work is carried out in a professional manner.

Grange may make an administration charge for granting consent for alterations and details of this charge is available on request from Grange head office.

6.6 Security

For the security of the building and your property, please follow these guidelines:

- Entrance and all fire doors should be secured after use
- Never give access to a stranger
- Never keep your name and address on keys

- Where a door entry system is installed, ensure you are happy with the identity of the caller before letting them in
- Keep your own front door locked

6.7 Car Parking

Most developments have allocated car parking spaces.

For those developments without allocated spaces, parking will be on a first come, first served basis.

Please familiarise yourself with your developments parking arrangements as offence is often caused by inappropriate parking.

6.8 Fire, Health & Safety Risks

You should familiarise yourself with the fire procedures for your development.

The building(s) may have been designed with some or all of the following: a fire alarm system, emergency lighting, and smoke containment or disposal systems.

Although the fire detection system will activate the alarm, in the event you discover a fire, you should immediately call the fire and rescue services, do not leave it to someone else. Once the fire and rescue service arrive, please follow all advice given. Do not enter the building until you are advised it is safe to do so by the fire and rescue service.

All fire control equipment, where applicable, is regularly tested and serviced by a specialist contractor

6.9 Sub-Letting

Should you wish to sub-let your property and your lease allows this, our consent is required and an administration fee is payable for the preparation of the license. This is for an Assured Shorthold Tenancy and must be renewed every time you let your property to new tenants or every 6 months unless otherwise confirmed.

Please ensure that your tenancy agreement contains the same covenants as your lease for your property. As the landlord, you will remain liable for any breach of covenant during your tenants occupancy.

6.0 Management Services

6.10 Moving Home

Should you wish to sell your property, it may be placed on the open market with an estate agent of your choice. Please be aware that most leases prohibit the display of 'For Sale' boards.

Once the property is on the market or at the time you have found a purchaser, you must apply through your solicitor for a Licence to Assign. An administration fee is payable for each assignment.

Service charges remain payable until the day of completion. If your account is in arrears, you will need to settle this before completion can take place.

If you require advice on the assignment process, please contact Grange, we will be happy to discuss this with you.

7.0 Financial Matters

7.1 Service Charges

Service charges are payable on all our developments and may include the following, where applicable:

- Cleaning and window cleaning
- Communal electricity
- Garden Maintenance
- Communal repairs
- Service contracts
- Sundry expenditure
- Insurance
- Water charges
- Reserve fund contributions
- Management fee

Service charges are reviewed annually and payable in advance. Payments made by direct debit are recommended, these can be arranged through our Customer Accounts department. Interest will be charged on any late payments, which will then be credited to the scheme account. If you have any difficulty in paying the service charge please make us aware of your situation at the earliest opportunity.

7.2 How do we calculate the Service Charge?

On a new build development a budget is produced for the sales brochure, based on anticipated costs at that time. Every attempt is made to ensure this budget is as accurate as possible but is dependant on information available.

In subsequent years the service charge budget will be based on actual expenditure, taking into account current inflation levels and an allowance for planned expenditure.

Before the start of the new financial year, Grange will prepare a budget estimating the service charge for the next financial period. This draft budget will be presented to leaseholders in order that any comments may be considered prior to the budget being finalised.

7.0 Financial Matters

7.3 Invoicing the Service Charge

The budgeted costs for your development are divided amongst the leaseholder's in accordance with the terms of the lease and your invoices are raised in the prescribed format in accordance with industry best practice.

Prompt payment is expected, delays will result in other residents subsidising any late payers. Interest and late payment fees may also be added if authorised by your lease.

7.4 Annual Accounts

At the end of your development's financial year, income and expenditure accounts will be prepared and certified. Grange will supply your copy of this within 6 months of year end. All accounts are certified by a firm of independent accountants.

The accounts will reflect the actual expenditure against the budget and confirm the amount of money held in the reserve fund for your development.

Any surplus will either be refunded to you, or with prior agreement, be carried forward to the next financial year to fund larger projects.

Any deficit will either be invoiced to you, or by prior agreement, be rolled carried to the next financial year, where Grange would expect the deficit to be cleared.

You are entitled to inspect all invoices relating to the accounts at our Head Office by prior arrangement. If you wish to have copies of supporting documentation sent to you, an appropriate charge may be made.

7.5 Bank Accounts

Service charge monies are deposited in a ringfenced separate trust account for each development. Any interest earned is retained by the fund. This is a requirement of the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002.

7.6 Ground Rent

On some developments there is a ground rent but this will only be payable if prescribed within your lease and on receipt of an invoice. The initial rent payable will be prescribed in a schedule in the lease, together with any provision for its review. Such reviews are undertaken upon the anniversaries set out in the lease.

If residents fail to pay their ground rent, the lease will give the landlord power to take legal action to recover the funds.

7.7 Reserve Fund

Within the Service charge a contribution is made to the reserve fund to finance long term repairs and renewals of communal equipment. This is calculated by taking the replacement cost and projected life span of certain major items and may include:

- Major repairs to the roof and structure
- External redecoration and internal redecoration of the communal areas
- Resurfacing the car park
- Renewal of communal windows and doors
- Replacement of all communal electrical equipment to include lifts and alarms
- Renewal of any communal furniture, leisure facilities, carpets etc.
- Alarm systems
- Door entry systems
- Lifts
- TV Aerials/Satellite systems
- Carpets, furniture and fittings in the communal areas
- Emergency lighting
- Refuse equipment

Monies received are held for each scheme in separate trust accounts and interest earned, net of tax, is credited to each account annually.

7.0 Financial Matters

7.8 Management Fees

The Management fee payable to Grange for their services may include the following:

- Employment and supervision of staff (but not paying their wages)
- Training and other matters relating to employment of staff
- Preparing specifications and contracts of minor works e.g. cleaning, garden maintenance and window cleaning
- Arranging service agreements in respects of fire alarms, lifts etc.
- Acting as “keepers” for each developments finances
- Paying bills
- Preparation, presentation and distribution of budgets and development accounts
- Account certification fees
- Ensuring that the terms of the lease are enforced
- Ensuring that developments comply with relevant Acts, Health and Safety etc.
- Administration of buildings and other insurances. Provision of professional indemnity insurance
- Inspecting the buildings to monitor their condition and plan for any necessary day to day repairs and works. Preparation of specifications, consultation with residents and supervision of contracts including the appointment of consultants where appropriate.
- Handling resident’s enquiries

8.0 Property Services

8.1 Repairs

Grange are responsible for maintaining the structure and exterior of your property. We have contracts in place for the maintenance and servicing of lifts, fire alarms, smoke detectors, emergency lighting, fire appliances, emergency call systems and any other equipment specific to the development. Contractors are vetted prior to joining our 'Approved Contractor List' and many are subject to annual tender to ensure best value is obtained.

Redecoration of the communal interior and exterior of the property is normally undertaken every four to six years but this depends on the condition. You will be given prior notice of the work, and the opportunity to discuss the choice of contractor, specification and colour scheme.

We will consult with residents when the cost of redecoration, major repairs etc. exceed limits determined by statute.

We also maintain, where applicable:

- Communal gardens, including paths, drives, forecourts, fencing and boundary walls
- All internal communal facilities
- Communal fire alarms, lighting, emergency call systems, lifts and shared door entry systems

Residents are responsible for maintaining the interior of their property and for their own redecoration. All repairs in the communal areas must be reported and actioned by an approved contractor.

Where communal gas central heating is supplied we will take out a service contract, the cost of which would be met through the service charge.

Any service or supply specific to your property will be your responsibility to repair, replace and service annually.

Repairs should be reported to Grange head office, during normal office hours.

8.0 Property Services

8.2 Emergencies

Emergency Repairs, we would endeavour to respond within 4 - 24 hours:

- Defective alarm system
- Dangerous structures
- Blocked or overflowing communal drains
- Major communal plumbing repairs e.g. burst pipes
- Lack of electricity to communal area
- Communal staircase lighting failure
- Security system failure
- Broken glazing causing danger to life or a security risk where it is the landlord's responsibility

8.3 Urgent

Urgent Repairs, we would hope to respond within 3 – 5 working days:

- Leaks on communal water pipe joints, gutters and downpipes
- Defects to soil and vent pipes
- Small roof leaks
- Failure of communal hot water or heating system
- Glazing repairs, where the landlord is responsible
- Communal electrical repairs
- Faulty locks, where the landlord is responsible
- Defective floor, steps or paths

8.4 Non-Urgent

With other Non-Urgent repairs, Grange would undertake to carry out the repair within a reasonable time frame, but within a 3 month period, subject to the nature of the issue.

8.5 Insurance

Grange insures your building, including all common areas against:

- Fire, flood and vehicle impact
- Accidental breakage of fixed glass (but not the failure of sealed double glazed units)
- Trace and access of damage to pipes and cables (the policy does not include the repair of the issue)
- Storm subsidence
- Vandalism
- Lifts
- Employers and Public liability

In the event of a scheme becoming uninhabitable the policy may cover the cost of alternative accommodation whilst repairs are undertaken.

Copies of the policy are available on request from our Grange head office.

If, following damage to your property, you feel an insurance claim should be made, our head office will be able to give advice on how to proceed.

Whilst Grange arrange the buildings insurance cover, it is your responsibility to insure the contents of your home.

If a property is to be left unoccupied for a period exceeding thirty days, we strongly advise the water system be drained down.

Bursting of tanks and pipes is not covered under the policy whilst the property is empty or disused, outside of the thirty day period.

Leaseholders are obligated to check the property on a weekly basis while it is empty, therefore arrangements should be made to undertake these checks.

Failure to drain the water system down or to make the checks whilst the property is empty will lead to any insurance claim relating to damage being declined, with all repair costs being borne by the leaseholder.

9.0 Listening to our residents

9.1 Consultation

Grange has a responsibility to comply with statutory regulations; this will include consulting with leaseholders in relation to the services we provide in fulfilling the obligations under the terms of the lease.

We actively encourage Residents Associations to assist with open discussions between Grange and the residents in relation to wider issues at your development.

We would also aim to consult with you on any matter which will have a significant effect on the quality of service or level of service charges or which will otherwise significantly affect some or all of the residents.

9.2 Residents' Association

Grange encourages the formation of residents' associations provided they represent at least 51% of the residents in the development. Once a residents' association has been formed, we will consult with them on all proposed major changes affecting the running of the development. We can provide guidance on the setting up of a Residents' Association and how to obtain formal recognition on request.

New developments require 70% occupation by leaseholders before interim recognition of a Residents' Association can be formally granted.

If you would like to find out more about forming a Residents' Association at your development, we will be pleased to send you the relevant information to help you get started.

9.3 Code of Practice

Grange adheres to the Code of Practice of the Association of Retirement Housing Managers.

A link to the ARHM website and a downloadable copy of the Code can be found on our website. www.grangemanagement.com

9.4 Complaints procedure

Grange's aim is to provide a quality and affordable service to you. We do understand, however, that sometimes there are circumstances when our service does not meet expectations.

We want to make sure that when things go wrong they are dealt with quickly, efficiently and fairly. Your views are important to us. If you have a problem with the service you have received, we want you to tell us about it so we know how to improve.

To make your complaint, in the first instance, please contact your Property Manager.

If you are dissatisfied with the response from your initial contact, your complaint can go to stage 1 of our formal complaints process.

A member of our senior management team will look into your complaint and may arrange to meet with you to discuss it in further detail. You can ask someone to represent you at this meeting.

In the unlikely event your complaint is still not settled at this stage, it will escalate to stage 2 as a final appeal stage. A Director will decide whether or not to uphold your complaint and will write to you with details of their decision.

For more information, please contact Grange head office who will provide you with a copy of the complaints booklet.

9.0 Listening to our residents

9.5 Mediation

We are committed to resolving difficulties as quickly as possible to a satisfactory resolution. In order to facilitate this, Grange may suggest the use of mediation.

Mediation is where an impartial, independent mediator facilitates communication and assists us to come up with ways of resolving difficulties. Mediation is voluntary and is conducted in the strictest of confidence, however this must be agreeable to all parties involved.

11.6 Building defects

Please be aware that issues relating to building defects within your demised property should be directed to the developer and not Grange.

Grange acts as a managing agent and may also be the freeholder.

When building defects occur that are the responsibility of the developer, these issues cannot be resolved through our complaints procedure.

11.7 Useful telephone numbers

The Property Ombudsman Service

Milford House
43-55 Milford Street
Salisbury
Wiltshire
SP1 2BP
T: 01722 333306
www.tpos.co.uk

ARHM

c/o EAC, 3rd Floor
89 Albert
Embankment
London
SE1 7TP
T: 020 7463 0660
E: enquiries@arhm.org
www.arhm.org

Institute of Residential Property Management Ltd

75 Gloucester Place
London
W1U 8JP
T: 020 3319 7575
E: info@irpm.org.uk
www.irpm.org.uk



10.0 What if your landlord fails to carry out their obligations?

The Commonhold and Leasehold Reform Act 2002 gives leaseholders various rights which include making an application to the First-Tier Tribunal (Property Chamber) to appoint their chosen managing agent in place of the landlord's managing agent. The rights also include compulsory acquisition of the freehold of the development thereby extinguishing the former landlord's function in relation to the property.

10.1 Legal costs

If leaseholders go to the First-Tier Tribunal (Property Chamber) or the Land's Tribunal because they are unable to reach an agreement and the leaseholders win, the law may prevent the landlord from recharging their legal costs to the residents.

10.2 Management audit

Leaseholders (with a two third majority) can have an audit undertaken by a qualified accountant or surveyor. However, the leaseholders must settle the invoice themselves and are not able to recover any costs incurred from the landlord.

10.3 Appoint a surveyor

Should a Residents' Association wish to appoint a chartered surveyor to advise on any service charge matter, the surveyor has the right to inspect all related documentation. The Residents' Association will be responsible for any professional fees incurred.

Should your appointed surveyor wish to see the documentation, a pre-arranged appointment will need to be made with Grange.

10.4 Your landlord

Details of your landlord are show on your ground rent demands, if applicable.

The names and addresses of the directors and secretary are available from the Land Registry.

If there is a change in landlord, the new landlord will inform all leaseholders in writing and notify you of your rights following a transfer of the freehold.

10.0 What if your landlord fails to carry out their obligations?

10.5 Freehold transfer

If the current Landlord wishes to sell the freehold, they must advise the leaseholders as it is a criminal offence not to do so. You must also be given the right of first refusal to purchase the freehold from the landlord. This would enable the leaseholders to purchase the freehold at the price the landlord would sell to another party. At least 51% of the leaseholders have to support this decision in order to proceed.

If the leaseholders decide to exercise this right, Grange would advise them to seek professional advice.

10.6 Appointing a new managing agent

Should the leaseholders wish to take over the running of their scheme from the Landlord without the need to show fault on the part of the landlord or managing agent, legislation will allow this to occur through a Right to Manage Company (RTM Company). Leaseholders are required to form an RTM Company before this matter can be taken further.

Leaseholders may also seek the appointment of a new managing agent from a First-Tier Tribunal (Property Chamber) if:

- the landlord is in breach of its obligations under the terms of the lease.
- the landlord has demanded an unreasonable amount of money for the service charge for the work involved.
- the landlord has failed to comply with the relevant provision of an approved code of management practice.
- the First-Tier Tribunal (Property Chamber) is satisfied with the circumstances and an order is made.

11.0 Contacting Grange

11.1 Communicating with Grange

If you wish to speak with a member of staff regarding any aspect of your development, in the first instance we would ask that you contact your Property Manager. If they are unable to answer your query then please contact our head office between the hours of 9.00am to 5.00pm, Monday – Friday.

To help us facilitate your enquiry swiftly, we will ask for your scheme details and the nature of your call, so that your query can be directed to the appropriate staff member.

Get in Touch

Call us on: 01483 411770

Email at: info@grangemanagement.com

Address

Grange Property Management
The Mill,
Abbey Mill Business Park,
Lower Eashing,
Surrey,
GU7 2QJ

11.2 Our response time

We aim to respond to all correspondence within 5 working days. However, if your queries are complex, involve further research or are part of our formal complaints procedure, it may take longer to address. We will acknowledge your query on these occasions, detailing an anticipated response time.



Registered office:
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