

RSH&CP COMPANY LTD

THE COMPANY OWNING THE FREEHOLDS OF ROYAL STANDARD HOUSE AND CITY POINT
NOTTINGHAM

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30th July 2014

ALTERATIONS

What alterations can I do to my apartment?

Which alterations need consent?

What alterations are simply not allowed?

Your Lease

Like so many other things in RSH/CP the matter is governed by the lease of your property.

“But the lease is a long and complicated document that only lawyers understand.”

Well, not really. Living in a complex such as this, there have to be rules to protect everyone. It is totally different from living in a detached house. The leases governing each of the apartments are, in essence, the same. It is on the basis of the lease and its contents that you, and everyone else in the complex, bought the apartments.

What alterations are specifically forbidden by the lease?

Clause 3.5. (a) “ Not to make any structural alterations or additions to the Premises or any part thereof or any alterations to the exterior of the Premises and not to alter the colour texture or appearance of any glass in the windows.”

So no “structural” alterations of any kind are permitted. You cannot, for instance, remove any wall (internal or external to the apartment), nor can you, for instance, add an external window or door opening, Nor can you relocate or add an extractor fan which would require a new external outlet, or introduce or remove a staircase.

It is not that you would not be given consent for these. It is because you have specifically promised (as the leaseholder) to comply with clause 3.5 of the lease that such alterations as are mentioned must not be undertaken.

This is unlikely in most cases, unless you are doing something extreme, like relocating your kitchen.

So what alterations might the consent apply to and do I need consent?

Lease Clause 3.5. (b) says "not to make any internal non-structural alterations or additions without first having received the Landlord's [the company's] written consent, which shall not be unreasonably withheld"

Please let your neighbours know in advance of any works you are doing/having carried out, and ensure that you have a clear route of access for others.

What sort of alterations does this apply to?

1. To a change in the nature of flooring e.g. tiles, plywood, chipboard (including following a leak). And remember that Regulation 15 of Schedule 4 requires you "to cover and keep covered the floor of the premises with carpet or (in the case of the kitchen, utility room and bathroom only) with other suitable sound-deadening material.
2. Removal/replacement/alteration of bathroom sanitary ware.
3. Removal/replacement/re-siting/ of kitchen units.
4. Removal/re-siting/alteration/replacement/addition of any plumbing or waste conduit.
5. Replacement of a boiler (and see "Advice on fitting central heating boilers and external flues", which was agreed with the City Council, and which is at page 1 of your handbook.

It will be seen from this that anything involving the alteration/alignment of gas or water piping is of particular concern, in a building where leaks will almost inevitably affect others. But remember that the above are examples only of those works for which consent must be sought. If you are in any doubt it is safer to apply or to ask the Chairman or Secretary of the Directors for guidance. They are always willing to help. Whether or not written consent will be given will, of course, depend on the detail of the proposed alterations.

After reading it, please file this letter in the copy of the Handbook for your apartment, for future reference by you or by your successors.

How do I obtain consent?

Application should be made to the Managing Agents, FHP, on the appropriate form. You should give as much detail as possible to enable the implications of the application to be evaluated. Applications will be reported by FHP to the Directors and a record kept of applications granted (which may be relevant when FHP are called upon in respect of any subsequent sale of the property to answer Enquiries Before Contract as to compliance with the terms of the lease).

Commencement date

Under no circumstances should you start any works until you have received written consent.

What happens if I end up doing more than I applied to do?

As your alterations progress you should contact the Managing Agents with details of any additional work/alterations required.

Will the company need to inspect what I am doing?

Secretary to the Board
Marjorie Wroughton
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When works are undertaken

Remember we all live in what are desirable and prestigious blocks of apartments, and we all expect courtesy and minimal disturbance.

Please let your neighbours know in advance of any works you are doing/having carried out, especially if they may involve noise or the obstruction of access for others.

You must ensure that contractors work only at reasonable times of day and that they clear up every day any debris which is outside of your apartment.

Please also ensure that your contractors keep the outside door to the block shut and locked except when they are actually passing through it. This is essential for security. Some contractors have a tendency to prop the doors open for ease of access during the day – and have no concerns for the concerns for the security of other residents within the block.

Contractors must also respect the parking regulations.

Remember you, or your contractors, *need permission* to bring a skip on site, including for the actual siting of the skip and the length of time it may remain.

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Yours sincerely

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Martin Gotheridge,
Chairman of the Directors, RSH&CP Ltd