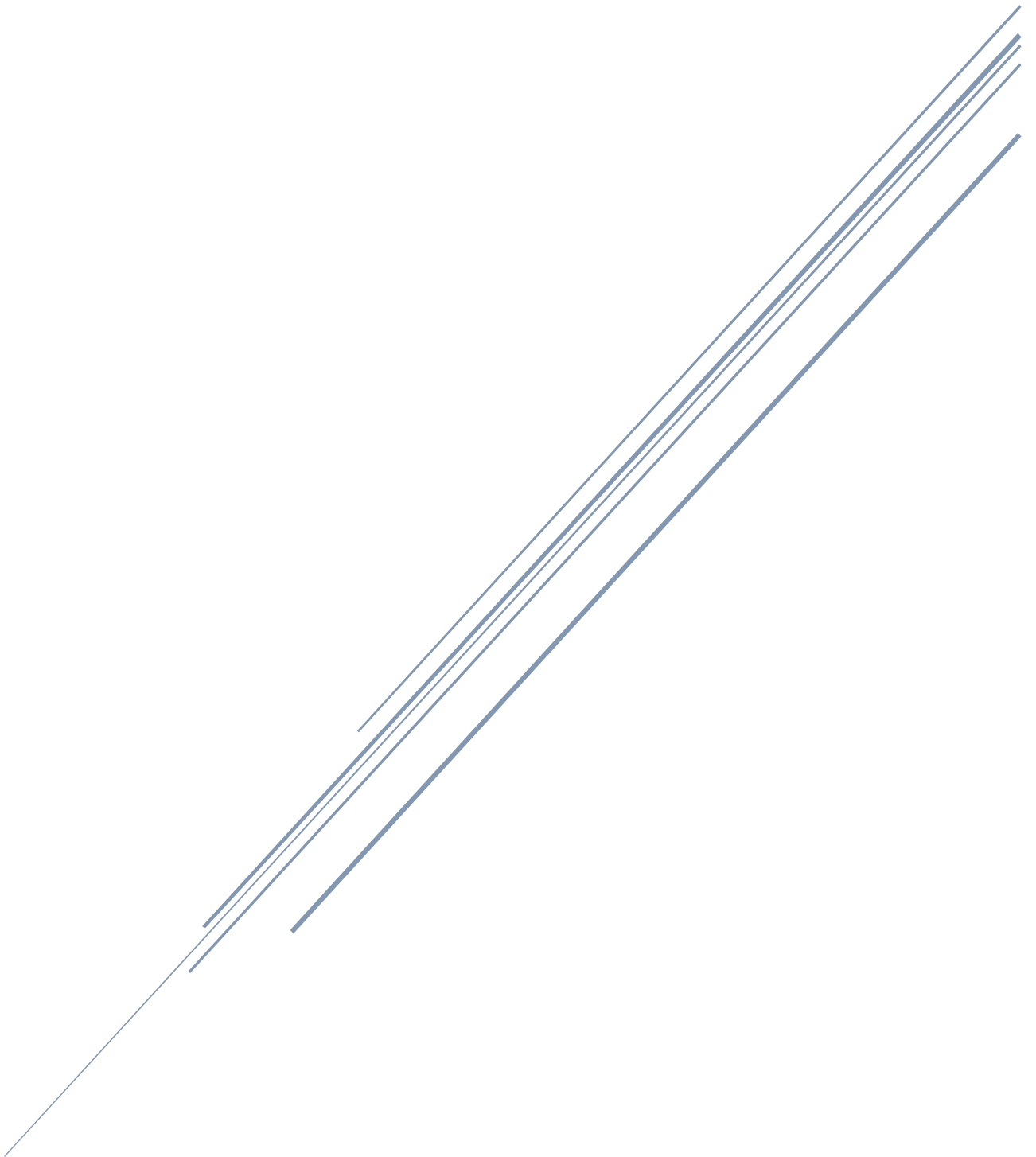


ESTATE RULES AND REGULATIONS



ESTATE RULES AND REGULATIONS

In this document

“Us” means the Freeholder known as The Danes Playfield Properties Limited who manage the Estate. **“We”** will be defined accordingly.

“You” means the leaseholder who is the registered proprietor (owner) of a flat in the Estate. **“You”** includes a Resident. **“Yours”** will be defined accordingly. References to **“You”** where the context so allows, includes your Resident.

“Estate” means the estate or site which is managed by us.

“Building” means any building in the Estate in which a flat is situate.

“Communal Parts” means any part of and/or facility in the Estate use of which is shared or enjoyed by two or more of you and residents, for example, stairs, communal corridors, communal gardens, landscaped areas, grounds, social space, entrance halls, lifts, footpaths, passageways, bin stores, electric cupboards, riser cupboards, broom cupboards, car parking areas and reception areas in the Estate.

“Lease” means the lease pursuant to which a flat in the Estate is held by you.

“Resident” means any occupant of a Flat and includes but is not limited to your tenant, invitee and visitor to the Estate or to your Flat.

“Flat” means a residential unit in the Estate.

“Sound” includes but is not limited to sound, noise, music, voice.

“Your Belongings” includes but is not limited to items belonging to you, items owned by you, items in your custody, items in your control, and anything discarded by you. Examples of Your Belongings are: door mats, toys, bikes, shoes, boots, clothes, clothes dryers, electrical leads wires and cables, cleaning materials, ladders, buggies, strollers, prams, rubbish bags, mobility scooters, chairs, furniture, trolleys, bulk waste and discarded packaging.

“Abuse” includes but is not limited to altercations, violence, verbal abuse, swearing, excessive shouting, threatening or intimidating behaviour, fighting, and causing damage to property.

“Costs” includes but is not limited to costs, fees, charges and expenses.

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Sound

- At all times you must ensure that no Sound is audible from the outside of your Flat.
- At all times when leaving or entering your Flat as well as while on the Estate you must keep the level of Sound to the minimum so as not to disturb others on the Estate.

No obstruction

- At all times you must keep all Communal Parts clear and unobstructed.
- You must not at any time store or keep or place (save in areas or spaces (if any) specially and expressly designated and marked for such items) Your Belongings on or in Communal Parts.
- You must not store or keep or place Your Belongings outside a Flat.
- You must not park vehicles anywhere on the Estate save where permitted by your Lease and in such case only in the manner permitted by your Lease.
- You are aware and accept that neither us nor our Managing Agents are at any time liable for Your Belongings left in Communal Parts or outside a Flat.
- You are aware and accept that Your Belongings stored or kept or placed at any time in Communal Parts or outside a Flat (save where such are properly kept in areas or spaces (if any) specially designated and marked for such items) will be treated as permanently abandoned and may be removed cleared and disposed of at your sole risk and cost without any notice to you or anyone. You are aware and accept that neither us nor our Managing Agents are at any time liable for such removal or disposal or clearance or for any loss arising from such exercise. You are aware and accept that you are liable for all admin costs and fees chargeable by our Managing Agents for such removal, clearance and disposal.

Abuse

- You must not Abuse anyone on the Estate. You must not cause Abuse on the Estate.
- We and our Managing Agents have a 'zero tolerance' on all forms of abuse.
- You are aware and accept that we or our Managing Agents may investigate or send someone (whether to investigate or for some other reason) to the Estate. You are aware and accept that the full cost and expense of such attendance, investigation, and follow up shall be charged to you if we or our Managing Agents believe or find that you are involved in or are responsible in any way for or are causing in any way Abuse.

ZERO TOLERANCE

Security

- When entering or exiting Communal Parts please ensure that the door in the Communal Parts has closed behind you.
- When entering or exiting the Building, you must not allow anyone to walk in behind you, unless they are with you. Please ensure that the door has closed behind you. Ask any other individuals following you in to either ring the doorbell of a Flat they wish to visit or use their own communal door key or fob to enter, if they reside in a Flat.
- You must not allow anyone to enter a Building unless they reside with you in your Flat, you ordered a service for which they have come to the Building or they are your guests, invitees or visitors or you are requested by to do so by a Resident or Leaseholder of another Flat in the Building who is not in their Flat at the time.
- At all times you must keep the front door to your Flat closed.
- You must not share your door keys and fob with any person other than your family (or a person close to you) authorised by you, or your tenants living in your Flat. It is your sole responsibility to ensure where you have let your property, that only your tenants have a set of the door keys and fob.
- You must not clone or attempt to clone, nor allow another to clone, your door keys and fob. Please call our Managing Agents or email them for a replacement key or fob. Replacements will be charged to you.
- Any person found cloning or attempting to clone a door key or fob, is liable to pay for all re-configurations, replacements, administration time of our Managing Agents and, all costs and expenses to deal with or flowing from the breach.
- Please note, if you allow or cause or your Resident allows or causes entry into the Building by or of an intruder or unauthorised person you are liable and accountable for all loss and damage caused to the Estate and other parties.
- Please report at the earliest any door failures to our Managing Agents by email to enable them to deal with the issue.
- Following the above measures can help:
 - reduce risk of fire,
 - reduce fires from spreading,
 - unauthorised persons from entering a Building,
 - reduce security breaches,
 - reduce risk to you, others and your belongings.

Doors

- Doors in the Communal Parts are fire safety doors. You must keep them closed at all times.
- You must not alter, remove, replace, damage, destroy or attach anything to any of doors in the Communal Parts.
- You are aware and accept that leaving any door in Communal Parts open, increases the risk of a fire from spreading.
- Where the main door to your Flat is fire door, you must not alter, remove, replace, damage, destroy, attach anything to it or do any works to it without prior written permission of our Managing Agents.

Communal Areas including Gardens and Landscaped Areas

- You must not improve, alter, change, plant in, grow trees in, grow plants in, deface, treat as your own, cordon off as your own or fence off any part of the Communal Parts. Suggestions for improvements should be sent to our Managing Agents.
- You must not use the Communal Parts (save areas or spaces expressly designated for such by your Lease of your Flat or us) for drying or airing clothes or other items.
- You must not erect any washing lines in the Communal Parts (save areas or spaces expressly designated for such by your Lease of your Flat or us).
- You must not play and you must not allow at any time any ball games to be played in the Communal Parts. Please ensure that children under your care or control are specifically aware of this.
- You must not allow any gatherings (save where permitted or organised by us or our Managing Agents) at any time in the Communal Parts.
- You must not dispose of cigarette butts, cigar butts, match sticks (used or unused) and/or lighters (used or unused) in the Communal Parts.
You must properly extinguish all such items before discarding.



Leakages and Spills

- You must clear and clean (having regard to surface finishes) immediately anything you spill or foul in the Communal Parts.
- You must immediately address, attend to and remedy all leakages and spillages from your Flat into the flat below or to an area outside your Flat.



Pets

- You must not allow or keep in the Flat or any part of the Estate any animal (including but not limited to pets) except for Guide Dogs (or similar assistance animal) save where expressly permitted by the Lease of your Flat or us.
- You must clear and remove all mess done or created on the Estate by an animal belonging to you or in your control.
- Where you are permitted by the Lease of your Flat or us to keep an animal in your Flat then:
 you must complete our Managing Agent's form applicable from time to time for animals, provide relevant details to them and pay their relevant fee and
 you must keep the permitted animal belonging to you or in your control (while such animals are on the Estate) secure and in your control and
 you must not allow the permitted animal to wander outside your Flat and
 you must at all times keep the permitted animal properly cared for and safe and
 you must not allow a permitted animal to foul any part of the Estate.

Damage

- You must use and enjoy all Communal Parts and all parts of the Estate outside of your Flat sensibly and properly.
- You must not damage or destroy property belonging to another party.
- You must not damage or destroy any part of the Estate.

Vehicles and Parking

- You must not bring onto the Estate any vehicle unless you are a registered keeper of it or you own it or you have rented it or hired it or it belongs to your employer.
- You must ensure that any vehicle you are permitted to bring onto the Estate is roadworthy, properly taxed and insured when you bring it in and thereafter while on the Estate.
- You must not carry out any repairs or maintenance on any vehicle parked or kept on the Estate save for changing tyres, spark plugs, bulbs, wipers and batteries.
- You must park any vehicle permitted to be brought on the Estate properly in the space allocated to the Flat by the Lease for that Flat or space designated from time to time by us or our Managing Agents.

- You must not use communal facilities, communal supplies or electric points or electric points outside your Flat to charge electric vehicles (save and except for vehicle charging points specifically available for charging and upon paying appropriate charges and fees).
- You must ensure that parking spaces allocated for visitors are to be only used by visitors and invitees and not for any other purpose or use.
- You must not at any time park any vehicle on any footpath, pavement or grassed areas or area not designated for parking or not designated as a parking space.
- You must not park in such a way so as to obstruct any road or access or entrance.
- Any vehicles not kept or parked in accordance with these rules and regulations may be removed and disposed of at the sole cost and expense to registered keeper or owner of that vehicle.

Barbeques and Fires

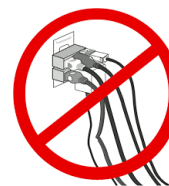
- You must not allow any Barbeques (including but not limited lighting fires) on any parts of the Estate or in any part of the balcony/ patio (if any) of a Flat.
- You must not allow cigarette butts, cigar butts, match sticks, cigarette lights (and similar items) to be tossed, flicked or dropped out of windows or doors of your Flat or out from any balcony or patio (if any) of your Flat.

Waste

- You must place your bulk items for disposal in areas (if any) on the Estate designated for the same. Where no such areas are designated, then contact our Managing Agent to know where, how and when to place them for disposal/collection.
- You must place all waste generated from your Flat or by you in appropriate bags and place them in appropriate bins in the bin stores in the Estate or down the bin chutes. You must not leave your waste outside those bin stores or outside the bins in those bin stores or outside the bin chutes.
- You must ensure that when taking refuse to the bin stores/bin chutes, rubbish is not loose but rather put into an appropriate bag; that the refuse is put through the bin shoots or in rubbish bins correctly, without causing any blockages in the bin shoots or spillages and where the refuse is directly put in the bins ensure that the bin room door is securely shut.
- Before placing anything in the bin stores or chutes, you must ensure that no part of it is alight, no part of it is burning and no part of it smouldering.

Cables, wires

- You must not run or fix any cable, wire, satellite dish, aerial switch, light, camera, pipe or similar thing outside your Flat.
- You must not overload the electrical installations in your Flat.
- Before using any electric cable ensure that it is safe to use.



Immoral and illegal use

- You must not use any part of the Estate for any immoral or illegal purposes.
- You must not use your Flat for any immoral or illegal purposes.



Subletting and occupation of a flat by a non-leaseholder and transfer of titles

- Before letting, under letting or sub-letting your Flat, you must apply for and obtain our prior written permission via our Managing Agent for permission to let, underlet or sublet your Flat by completing a form obtainable from our Managing Agent, providing all relevant details and information to them and paying their fee.
- You must ensure that at all times you, the Residents of your Flat, your children and children under your care or control all also observe and abide by these rules and regulations as if they are addressed to them. You are aware and accept that you are liable for all damage, destruction, loss and injury caused by any of them.
- Before transferring your Flat, you must enter into a Deed of Covenant in a form approved by our managing agent and send it once signed by yourself to our managing agent and pay their fees.

Balconies and Patios

- You must not store, place or keep any combustible or flammable item in or on the balcony and/ or patio (if any) of your Flat. It is a health and safety risk as well as a fire hazard.
- You must not use the balcony and/or patio (if any) of your Flat to dry or air clothes and washing.
- You must not store any items other than garden furniture in any balcony and/or patio (if any) of your Flat.

Building Works

To safeguard persons on the Estate, all persons on the Estate must at all times whilst building works are being carried out:

- Not enter areas in the Estate designated as unauthorised areas or areas fenced for works.
- Remain and stay well clear of the area in the Estate where building works are taking place or being carried out on the Estate.
- Remain and stay well clear of all and do not operate or use or switch on any equipment or tools being used for building works taking place or being carried out on the Estate.
- Remain and stay well clear of all scaffoldings in the Estate.
- Listen to any alarm which will likely be placed on the scaffoldings or areas in the Estate where building works are taking place.
- Be aware that there is risk of debris falling in or around the area in the Estate being worked on.
- You ensure and procure that all persons and animals under your care or control and all your belongings are kept away from the area in the Estate being worked on and away from all equipment and tools and materials being used for the works
- You report any incidence of accident, injury, damage or issue by virtue of the said works by email to our Managing Agent within 24 hours of it happening. In case of emergency needing assistance, you need to call 999 as appropriate.
- You must not ask any worker or contractor doing the said work or attending the estate to do any work for you personally.
- You must follow instructions given by the workers doing the said works as regards safeguarding your health and safety.
- You must not distract, hinder or obstruct workers working on the Estate.

Evidence, Images and Data

- You must not take risks or come in harm's way whilst gathering or circulating evidence.
- You must ensure that you observe and are compliant with all laws including but not limited to GDPR when communicating with us or our Managing Agents.
- You must ensure that you observe and are compliant with all laws relating to taking or circulating or forwarding pictures images, videos and data of another person.
- You are not authorised under any circumstances by us or our Managing Agents to take keep or circulate images or videos of children or sexually explicit or indecent images or videos of another.
- You are not authorised under any circumstances by us or our Managing Agents to breach the above rules on communication, gathering evidence or taking keeping or circulating images and videos.
- All unauthorised images and videos must be deleted immediately.

Inside the Flat

All breakdowns, maintenance and repairs of installations and equipment inside or exclusively serving your Flat (save where they affect the rest of the Building in which your Flat is situate) are matters for you and neither we nor our Managing Agents have any remit in dealing with them. Either you take them up yourself or if you are renting with your landlord/letting agent.

Cost of breaches

- Where you breach these Estate Rules and Regulations you will be liable to us and our Managing Agents for
 - all Costs incurred by us and/or our Managing Agents in attending to the issues arising from the breach, attending on the Estate and in remedying the breach to our satisfaction
 - all Costs incurred in sending someone to the Estate
 - all damage or loss caused in whole or in part by the breach
 - all Costs of remedying or rectifying the breach or damage caused by it
 - all Costs of all actions taken by us in consequence of the breach
 - all Costs of supervising any works required to remedy or rectify the breach
 - all Costs of removing or clearing or cleaning arising when remedying the breach.
 - all Costs of disposal arising from remedying the breach.
 - a weekly or monthly fee payable to the Managing Agents for each period the breach exists.

- You must ensure that at all times Residents of your Flat, your children and children under your care or control all also observe and abide by these rules and regulations as if they are addressed to them. You are aware and accept that you are liable for any breach (and all consequences of breach) by them of these Estate Rules and Regulations.

General

- You are aware and accept that these Estate Rules and Regulations
 - a/ add to and supplement the terms of the Lease to your Flat.
 - b/ are fair to you as well as all Leaseholders.
- You are aware and accept that all communication with us and our Managing Agents shall be in English Language and that neither us or our Managing Agents have to respond where communication received by us or them is in another language.
- You are aware and accept that neither we nor our Managing Agents are liable for any loss arising from any breach of these Estate Rules and Regulations.
- Having rules and regulations can mean formality and strict requirements and adherence but in return it is hoped that it brings harmony between all Leaseholders and all Residents, a peaceful and safe environment for all and enhance the value of the Estate.
- You are aware and accept that these Estate Rules and Regulations to apply from time to time as varied from time to time. You are aware and accept that we reserve the right at all times to amend, change, vary and add to or remove all or any of these Estate Rules and Regulations.
- You are aware and accept that waiver of any breach shall not amount to a cancellation or non-application of these Estate Rules and Regulations and shall not amount to acceptance of a breach or further breach of these Estate Rules and Regulations.
- You are aware and accept that we and our Managing Agents have absolute discretion as to whether or not to enforce or how to enforce any of these Estate Rules and Regulations.
- You are aware and accept that we and our Managing Agents have absolute discretion whether or not to enforce or how to enforce any breach of these Estate Rules and Regulations.



CONTACT INFORMATION

Email us on thedanes@spmplayfield.com

Call us on **033 3577 6700**

For and on behalf of the Landlord