

# A Guide To Living In Wesley Square



Updated September  
2019

## A GUIDE TO LIVING IN WESLEY SQUARE

### 1. Co-Ownership and Community

Built in 1979, Wesley Square is a small development of 50 houses, maisonettes and flats, the owners of which jointly own the freehold. The involvement of everybody who wishes in the management of the Square gives it a strong sense of community, and leads to friendly and neighbourly relationships.

### 2. The Purpose of this Guide

This guide sets out what we each have to do to maintain the community, give maximum enjoyment of the houses and gardens to residents, solve practical problems, and maintain the appearance and value of the properties.

It sets out the Committee's understanding of the terms of the Lease, the Rules and the present management of Wesley Square and is not the final authority. It may be revised from time to time by the Committee of Maunsel Fourth. Both the Committee and Leaseholders may need to obtain legal and/or other professional advice as necessary.

Nothing in this document is intended to alter or affect your legal rights or obligations as set out in your Lease and as amended by the Deed of Variation.

### 3. Rules, Lease, Deed of Variation and Share Certificate

A buyer will receive a copy of the Lease and Deed of Variation from their solicitor or conveyancer before contracting to buy, and once the purchase is completed, the Managing Agent will provide the new Co-owner with a share certificate and a copy of the *Rules of the Maunsel (Fourth C-Ownership) Housing Society Ltd.*

### 4. Maunsel (Fourth Co-Ownership) Housing Society Ltd.

Wesley Square and the houses on it are owned by Maunsel (Fourth Co-Ownership) Housing Society Ltd. (M4). The society is a Landlord run by a Committee whose members are elected for and by Co-

owners. It is a non-profit company registered with the Registry of Friendly Societies and is called *the Association* in the Lease and the Rules.

Wesley Square is the sole property owned by M4, which in turn is owned by 50 shareholders - one share per dwelling. Co-owners are therefore shareholders. Joint ownership is regulated by the rules of M4 (Rules 7-9).

## 5. Leases

M4 Leases one Property to each of the 50 shareholders. This means that the owner is both a *landlord* by virtue of being a shareholder and a *tenant* by virtue of being a leaseholder. When a lease is assigned, the share is sold back to M4 and then purchased by the new Co-owners. Please see point 28, *Leaving and Selling the Lease*.

## 6. Insurance

M4 insures the buildings and any utility pipes that serve more than one property. Please contact the Managing Agent if you would like further details.

The Buildings Insurance covers the main structure of the buildings including the Landlord's common areas, fixtures and fittings within the demised property. It does not cover residents' personal contents or soft furnishings such as carpets and curtains. Please refer to the actual policy documentation for full details of the cover provided and excesses that may apply.

## 7. Management Committee

M4 manages Wesley Square on behalf of the shareholders by means of a voluntary Management Committee of 7-15 Members (shareholders). One third is elected at each AGM and up to 5 other people may be co-opted by the Committee.

The Committee has the right to make reasonable rules, which are binding on Co-owners and tenants.

The participation in the management of the Square by all Co-owners by joining the Committee is welcomed. Meetings are usually held on the second Wednesday in January, April, June, September and November.

There is also bike hangar storage (for a limited no. of bikes) available to rent. Please contact JMW Barnard Management if this is of interest.

### **8. Managing Agent**

The Managing Agent appointed by the Committee carries out day to day tasks and sees to the maintenance of the Square. This is:

JMW Barnard Management Ltd  
17 Abingdon Road  
Kensington  
W8 6AH

Tel: 0207 938 3910

Facsimile: 0207 937 6517

Website: [www.jmwbarnard.com](http://www.jmwbarnard.com)

### **9. Annual General Meeting**

An annual general meeting of shareholders is usually held in February. It elects a Management Committee, receives an annual report and accounts, deals with its formal business, and provides an opportunity for matters of general interest to be discussed by the Co-owners. Residents who are not shareholders may attend and join the discussion. Shareholders can vote (one vote per share) in person or by proxy.

### **10. Service Charge and Ground Rent**

The Service Charge is payable by Co-owners by monthly standing order. The charge will increase as necessary to keep up with rising costs. Mandates are issued on 1<sup>st</sup> April every year when the charge

is increased, and standing orders must be revised promptly. Failure to do so will result in an interest charge of 15%.

The Service Charge is set at a level sufficient to meet regular outgoings and the predicted cost of regular and periodic maintenance. In the event of costs more than £12,500 (i.e. of over £250 per property), the committee will carry out statutory consultation with Co-owners.

Ground rent is payable by annual standing order on the 1<sup>st</sup> October every year and is £100 per property.

### **11. How Your Service Charge is Used**

M4 uses your monthly Service Charge to provide all routine and cyclical maintenance including:

- Management fees and other professional fees
- Building insurance
- Garden care and planting
- Structural maintenance including the roof, drains, gutters and downpipes
- Exterior decoration on a cyclical basis
- Decoration of common stairways and halls
- Communal lighting and electricity
- Window cleaning
- Communal television aerials
- Health and safety compliance
- Maintenance of fences (excluding those between private back gardens)

M4 is not responsible for the maintenance of drains, pipes and electrical cables etc. which exclusively serve one property.

### **12. Sub-Letting**

Some properties in the Square are currently sublet by Co-owners. The agreement of M4 is required and failure to comply is a breach of the Lease.

No property may be let to any Local Authority, Arms Length Management Organisation (ALMO) or Registered Social Landlord. You should apply, in writing to the Managing Agent. You will be given an *Application to Sub-let* form detailing what is required.

Please note that you must:

- Supply a copy of the *Assured Shorthold Tenancy Agreement* you intend to use, the names of all tenants and their references - M4 may wish to add a clause to this.
- Supply your contact details (and that of your agent, if applicable) and keep them up to date.
- Continue to meet your obligations as a Co-owner, such as paying the Service Charge.
- Ensure your tenants/agent understand the nature of the Co-Ownership e.g. that alterations such as satellite dishes require permission and that you, the Co-owner, are the first point of contact, not the Managing Agent.

Please note that fees are charged for costs arising from sub-letting both by Maunsel Fourth.

### 13. Alterations

Before carrying out any alterations, inside or out, permission must be obtained from M4. If approved a *License to Alter* will be issued. Please contact the Managing Agent for details on the procedure. Alterations may include:

- Satellite dishes & burglar alarms affixed to the exterior.
- Changes to the internal configuration of the property, e.g. removal of walls.

- Boilers and flues.
- Plumbing.
- Rewiring.
- Health and safety compliance, e.g. fire alarms, fire doors, banisters.

Please note that fees pertaining to alterations are not included in the Service Charge.

#### **14. Painting and Decorating**

Co-owners are responsible for internal decoration and the Lease states that Co-owners must keep their property in good repair.

#### **15. Electricity, Gas and Water**

Locations of meters, fuses, stop cocks and taps for gas and water vary so please make sure you know where yours are. Some maybe outside or in a neighbour's cupboard outside their front door. If unsure, ask a neighbour!

N.B. Exterior stop cocks may control both maisonettes' and flats' water supply

#### **16. Staircases**

To comply with Health and Safety legislation and insurance requirements, communal staircases and landings to the flats must be kept clear at all times.

#### **17. Window Cleaning**

Window cleaning takes place on the 1<sup>st</sup> Saturday morning of every month. All Co-owners contribute towards window cleaning through the Service Charge. Therefore, if you are a maisonette owner please ensure access to your back garden so upper windows maybe washed. If you are regularly away when the cleaners come, please arrange access through a neighbour.

### **18. Car Parking**

Co-owners may apply for an annual Wesley Square parking permit, one per household. Always display it clearly otherwise your car will be clamped.

There are 5 spaces in the Lancaster Road entrance, 21 in Bartle Road and 3 in the church entrance. If you park at the church entrance, be aware of the church's access for the less abled.

Always park considerably as spaces are at a premium.

Co-owners may apply for a complimentary visitors parking permit. This is not intended for daily use but for visitors or for trades people working at your property.

Tenants of sub-let properties are not entitled to a parking permit or a visitor's permit.

### **19. Private Gardens**

All gardens must be kept tidy. Keep climbing plants clear of windows and gutters. M4 controls climbing plants on the garden side of the Square so they do grow above the first floor. Fences between back gardens are the responsibility of Co-owners and are shared with your neighbour on both sides.

### **20. The Garden**

The garden is shared and enjoyed by 50 households. Consideration and care for other users ensure it remains a pleasant place for rest and quiet, a safe place for children to play, and a place where residents can entertain from time to time. A Garden Party is usually held for all residents in the first two weeks of September. Please note:

- Ball games and tree climbing are not allowed.
- Noise, music and other activities must stop by 11pm.
- Events which may affect other Co-owners must receive permission of the Committee.
- All personal possessions should be taken in overnight.

- The garden may not be used for business purposes without the express permission of the Committee.

## **21. Peace and Quiet**

The Lease states that noise should be kept to a minimum both inside and outside your property so as not to disturb your neighbours, particularly between the hours of 11pm and 8am. This includes the use of washer/dryers, stereos, television, and musical instruments. The Lease also requires underlay and carpet, or other insulating material, on all floors except in the bathroom and kitchen.

## **22. Pets**

Permission is required in advance for all pets and can be withdrawn by the Committee at their discretion, for example if they cause nuisance. Tenants in sub-let properties are not permitted to keep pets.

## **23. Security**

Crime rates in the area are generally low and Police Community Support Officers regularly patrol the Square.

Burglar alarms are permitted, but require permission from the Committee. Please make arrangements with a neighbour in the event your alarm sounds while you are away.

Please report any crime or anti-social behaviour to the Committee, as well as to the appropriate authorities, as we keep a record. A member of the committee usually attends *Safer Neighbourhood Team Meetings* with Police and PCSO'S four times a year and is available if you have any matters you wish to discuss.

## **24. Notice Board and Website**

The Managing Agent, The Committee and Co-owners use these to post information.

Website: [www.wesleysquare.co.uk](http://www.wesleysquare.co.uk)

The Managing Agent or any Committee member will give Co-owners the password to the Private Page which contains Agendas, Minutes etc. and local information and resources. Contributions are welcome.

#### **25. Aerials**

M4 is responsible for maintaining the communal television aerials. The Managing Agent can help you if you have a problem. Satellite dishes must have permission from M4 and are not permitted on the garden side of the square, only the street side.

#### **26. Working at Home**

Residents may work at home but only if the business is not illegal or immoral, does not cause a nuisance, and does not constitute a change of use in planning terms. Advertising in or from the square is not permitted.

#### **27. Complaints, Problems and Queries**

We try to resolve any problems in a friendly way but there is a formal complaints procedure at your disposal. Please approach the Managing Agent.

#### **28. Leaving and Selling the Lease**

When the time comes to move, you must gain formal permission of the Association to reassign your Lease, i.e. sell it to a new owner. See lease paragraph 2.(17), where the details are set out. Apply through the Managing Agent as soon as possible.

A charge of 2% of the sale price is made on assigning the Lease, which is added to the fund available for improving the Square. This is known as the *clawback*. The 2% charge is payable if someone pays to become a joint Co-owner. The 2% charge is not payable on inheritance or transfer from joint Co-owners to one of them. Please note that *For Sale* signs are not permitted anywhere in the Square or in private gardens.

Since 1979 Wesley Square has provided a safe and friendly home to hundreds of residents of all ages. A close and supportive community has evolved and we hope that everyone feels they are a valued part of the community. We also hope that people will take every opportunity to participate in and contribute in the life of the Square in order to maintain that tradition.