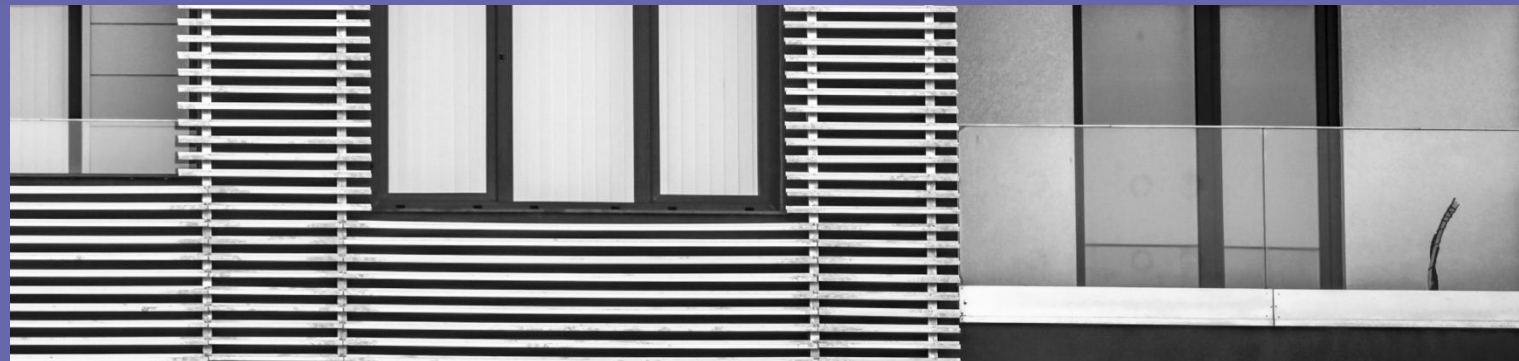
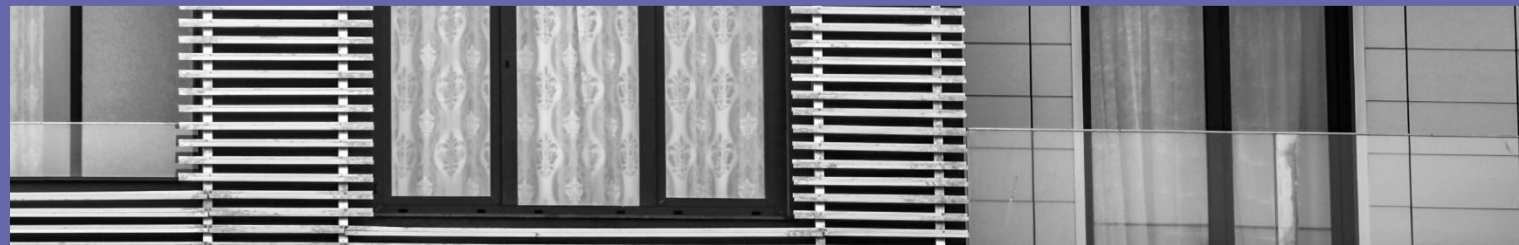




LEASEHOLDER HANDBOOK



Pride. Quality. Integrity. Innovation.



UNDERSTANDING YOUR LEASE

Your relationship with GCH is governed by a legal document called a lease. This explains the rights and responsibilities for both you as the leaseholder and us as your landlord.

It's a legal contract that gives you the right to occupy the property for a set number of years, which is referred to as the 'term' of the lease.

We recommend you remain aware of the term of your lease, as the term is always decreasing and some lenders may be hesitant to lend money for a mortgage where the lease term falls below 80 years.

If you have any queries about your lease term, please contact leaseholders@gch.co.uk.



RIGHTS AND RESPONSIBILITIES

As a leaseholder you have special rights and responsibilities for your home. The lease is a legal contract between you and GCH which sets out our responsibilities.

Your Responsibilities:

- Pay your service charge and rent (if any) in full and on time.
- Ensure you have contents insurance in place.
- Maintain your home and carry out any repairs within your property that you're responsible for.
- Ask our permission if you wish to carry out any alterations to your home.
- Ask our permission if you wish to sub-let your home.
- Allow us access into your property after we provide you with the appropriate notice, so we can view its condition or carry out repairs that are our responsibility.
- Treat your neighbours and the local community with respect.
- For health and safety reasons, please ensure communal areas in your block are clear of personal belongings at all times. This includes prams, mobility scooters, bicycles, door mats and plants.
- Update us if your circumstances or contact details change
- Talk to us if you need any help or advice with affordability.
- Treat GCH colleagues considerately and with respect. Violence or personally directed abuse is unacceptable and won't be tolerated.

Our Responsibilities:

- Provide buildings insurance.
- Allow you to carry out your own improvements and alterations to the inside of your property (subject to permission being granted).
- Maintain and repair the structure of the building, any unadopted communal or shared areas, roads or grounds.
- Make it easy for you to pay your service charge and rent, as well as any other charges.
- Notify you in advance of any changes to your service charge or rent.
- Carry out repairs (if the repair is your responsibility, we'll explain this to you).
- Let you know in advance if we need to visit your home for repairs or safety checks.
- Consult you if we're planning to enter into any contracts or complete any works that may impact your property. This is known as a Section 20 consultation, and you'll receive a letter in the post advising you of this.

The leasehold advisory service can provide you with free advice on the law affecting residential property.



INSURANCE

Buildings Insurance

We'll arrange the buildings insurance for your home. This covers structural damages such as fire and flood. The cost of the insurance is included in your service charge. Buildings insurance does not cover your personal contents - you'll need your own separate insurance for this.

In the case of an emergency, we advise you take immediate steps, like boarding up or switching off gas, water or electricity.

If you need to make a claim against the Buildings Insurance, please email us on leaseholders@gch.co.uk or in the event of an emergency, please call **01452 424344**.

In a situation where you are at fault for damages, we will exercise our right to be reimbursed for the insurance claim that must go through.

Contents Insurance

We don't provide insurance for your contents for your home. This is something you'll need to arrange yourself. We recommend taking out contents insurance to ensure your personal belongings are protected in the event of any accidents or damage, such as leaks or fires.



REPAIRS

Repairing responsibilities can differ depending on the terms of your lease. Your lease will identify what GCH are responsible for repairing and what you are responsible for.

Flats

As a homeowner, you're responsible for the repairs inside your home.

If repairs are needed in communal areas or to the structure of the property, i.e. the roof, please call us on **01452 424344**.

Houses

You have complete repair responsibility. If there is any structural damage to your property please contact us at leaseholders@gch.co.uk or in the event of an emergency, please call **01452 424344** so that we can resolve this.

Please see the insurance section of this handbook for further information.

New Builds

New-build properties will come with a defect period, where the developer is responsible for repair. Defects need to be reported to our contact centre who'll report them to the developer. Once the defect period is over, you become responsible for the repairs in-line with your lease.

There's also a 10-year new-build warranty in place, to provide cover for defects that may not be visible within the initial developer defect period. To make a claim, please contact the Leasehold team.

How to report a repair

You can report a repair online at www.gch.co.uk/report-a-repair/

If the repair is an emergency, please call us on **01452 424344**. Emergency repairs are issues that cause major health and safety concerns, or that could damage the building. These may include, but are not limited to:

- A substantially damaged roof
- A major leak
- A faulty lift
- A broken door entry system
- Communal heating malfunctions
- A power cut affecting your building

Damp and Mould

You're responsible for taking measures to prevent damp and mould in your home.

If you're concerned about damp and mould, you can visit our website for more information: <https://www.gch.co.uk/condensation-damp-and-mould/>



SECTION 20 CONSULTATION

A Section 20 is a consultation process we must complete with you as a leaseholder, if we wish to carry out works costing more than £250 or implement services likely to cost you more than £100 per year for over 12 months.

Section 20 of the Landlord and Tenant Act 1985 requires us to talk with the leaseholder before completing any major works or making changes that will affect your service charges. This is to ensure you're kept informed and give you the chance to ask questions and share your views before any decisions are made.

When we contact you

We'll consult you in two scenarios:

- **One-off works** - before we carry out one-off works that will cost more than £250 per property
- **Long-term contracts** - before we award a contract lasting more than 12 months that is likely to cost households at least £100 per year

These situations might include repairs, maintenance or improvements to your building or estate, as well as contracts for grounds maintenance, lift servicing or communal cleaning.



STAGES OF A SECTION 20 CONSULTATION FOR MAJOR WORKS

Stage 1 Notice of Intention

We'll write to you to let you know about the work we're planning, and an overview of what will be involved.

This notice tells you about the proposed works or services and, in some cases, will give you the opportunity to nominate your own contractor.

You'll have a minimum of 30 days to send back any comments on the proposal.

Stage 2 Notice of Proposal

Once we've reviewed any responses received from the Notice of Intention, we'll send you another notice showing the quotations received from the tendering process and who we're intending to award the contract to, as well as an estimated cost.

You'll have a minimum of 30 days to review this information and share any comments and observations.

Stage 3 Notice of Award (this is not always issued)

If we decide to proceed with a contractor who didn't offer the lowest price or that was nominated by a leaseholder, we'll send you a Notice of Award, to explain why we've chosen that contractor.

You'll have a minimum of 30 days to review this information and share any comments and observations.

STAGES OF A SECTION 20 CONSULTATION FOR QUALIFYING LONG-TERM AGREEMENT

Stage 1 Notice of Intention

We'll write to you to let you know about the work we're planning and an overview of what will be involved.

This notice tells you about the proposed works or services and, in some cases, will give you the opportunity to nominate your own contractor.

You'll have a minimum of 30 days to send back any comments on the proposal.

Stage 2 Notice of Proposal

Once we've reviewed any responses received from the Notice of Intention, we'll send you another notice showing the quotations received from the tendering process and who we're intending to award the contract to.

You'll have a minimum of 30 days to review this information and share any comments and observations.

Stage 3 Notice of Award (this is not always issued)

If we decide to proceed with a contractor who didn't offer the lowest price or that was nominated by a leaseholder, we'll send you a Notice of Award to explain why we've chosen that contractor.

You'll have a minimum of 30 days to review this information and share any comments and observations.

Stage 3 Notice of Intention for qualifying Works under an existing long-term agreement

If we've already consulted you on a long-term agreement and we're planning on doing works to your building or estate under this contract, we'll send you another Notice of Intention to let you know that we're planning on carrying out the works, what will be involved and an estimated cost.

You'll will have a minimum of 30 days to review this information and share any comments and observations.



HOW WE CHOOSE CONTRACTORS

You may notice your Section 20 Notice says the contractor is for 'public notice'.

A public notice procurement is openly advertised for all potential bidders to apply for the opportunity. Whereas a non-public notice advertisement is shared with a more selected group of suppliers and contractors.

We make sure our contractors offer competitive prices and processes. Usually, the contractor offering the **best value for money** will be awarded the contract (it's not just the lowest price). We'll assess every bid based on quality, cost and the positive impact it will have on our communities. This means that we're choosing the contractor that offers the best overall value.

If we award a contract to a contractor who doesn't have the lowest price, we'll always be transparent and explain our decision in the Notice of Award.



ALTERATIONS TO YOUR HOME

You can make cosmetic changes to your home without our permission, these include:

- Painting and decorating
- Hanging decorations
- Furnishings
- Door hardware
- Garden works (if applicable), like planting and laying a patio (excluding decking)

You'll need to get permission for any alterations involving changes to the structure, plumbing or wiring of the building. This includes window and door replacements, bathroom and kitchen upgrades, removing walls and installing decking.

If you'd like to get permission for an alteration to your home, please email us at leaseholders@gch.co.uk



FIRE SAFETY

Fire is a risk for all types of properties, and we share the responsibility for fire safety in your home. If your home is in a shared building, there are extra safety steps you need to take and important safety information you need to be aware of.

Our Role

In shared buildings, such as blocks of flats, we're responsible for:

- Making sure the safety features in shared areas are working correctly, including smoke or fire alarms.
- Inspecting your front door on a regular basis to make sure everything is working as it should be.
- Informing you of the fire evacuation process for your building.
- Letting you know any actions we've taken to manage fire risk in your building.



Your Role

You should test your smoke alarm at least once a month to make sure it's working. If the alarm doesn't sound, replace the battery. If your alarm is mains powered, please contact us immediately so we can arrange to fix it.

Having an escape plan can make all the difference if there's a fire in your home.

If you live in a shared building, the fire escape plan will be detailed in the building's fire evacuation plan and it's important you follow this.

If you live in a home that's not part of a shared building, you should develop your own escape plan.

Smoke makes it almost impossible to see, when you're trying to escape if there's a fire, so you should have a plan of how you'll get out quickly in an emergency:

- The best exit is usually the nearest exit, but have a backup in case it's blocked, like a ground floor window.
- Keep keys near doors and windows so it's quicker to get out (for security reasons make sure no one can reach them from outside).
- Make sure everyone knows the plan and practice it with everyone in your home.

If you live in a shared building, you have additional responsibilities:

- Keep shared areas, like corridors, free from personal belongings, as these can create serious hazards during emergencies. We'll remove any items left in these areas and will charge you if we've removed your item from a communal area. This includes bikes, pushchairs, e-scooters and mobility scooters.
- Make sure your smoke alarm is working by testing it regularly.
- Be careful when using candles, smoking or cooking.
- Keep the fire doors closed, including your front door.
- Let us know if there's a reason you'd find it difficult to evacuate the building, even if this is only for a short period of time.
- Take time to read the fire safety policy for your building and ensure everyone in your home understands what to do if there's a fire. The fire safety policy will be displayed clearly in the building.

Useful Information

Here are some other simple steps to protect you from the risk of fire in your home:

- Take care in the kitchen - keep the hob clear when not in use and don't leave the hob or oven unattended. Keep electrical appliances and lease away from water.

www.gch.co.uk

- Regularly clean lint from your tumble dryer.
- Keep soft furnishings away from anything that generates heat, such as candles or light bulbs.
- If you smoke, make sure you stub any cigarettes out completely.
- Don't leave your BBQ unattended and make sure it's extinguished completely when you've finished using it.

Fire and safety service provide free Safe and Well visits to help you reduce the risk of fire in your home. A firefighter will visit your home to talk to you about fire safety. They can check and fit smoke alarms and help you to make a fire escape plan, as well as offering health and wellbeing advice. You can find out more about Safe and Well visits from your local fire and rescue service.



ANTI-SOCIAL BEHAVIOUR

We're committed to creating a safe and welcoming community. Anti-Social Behaviour affects everyone and can create distress or a feeling of insecurity.

What is anti-social behaviour?

- Excessive noise
- Verbal abuse
- Physical violence
- Intimidation or harassment based on age, gender, disability, race or religion or belief, sexuality or any other reason
- Damage to property or possessions
- Drug and alcohol-related anti-social behaviour
- Using our property for illegal purposes such as drug dealing and prostitution
- Domestic violence and abuse

What isn't anti-social behaviour?

- Babies crying or children playing
- Loud talking or laughing
- Using a washing machine, tumble dryer or vacuum cleaner during the day
- Noise from people moving around their home
- Cooking smells
- Cultural differences
- Nuisance from pets and animals
- Fly-tipping
- Untidy and/or overgrown gardens
- Vehicle-related nuisance, such as inconsiderate parking
- One-off events, such as a birthday party

We consider these to be everyday living noises, lifestyle differences or nuisance, not anti-social behaviour.

In these circumstances, we can give advice so you can work with your neighbours to resolve the issue.

LEASING YOUR PROPERTY

Leaseholder

As a leaseholder, this means you've entered into a Lease Agreement, don't own the freehold of the property and your tenancy/ownership is granted for a set number of years.

As a leaseholder you do have the statutory right to extend your lease term by an additional 90 years; this has the advantage of increasing the value of your home and your ability to sell or re-mortgage your property. This would result in an increased lease term and a new lease to confirm this.

Lease Extension

The lease runs from the original commencement date of the purchase/development. 99, 125, 250 and 900 year lease terms are common.

Each year the lease term reduces, and once this term has become 80 years or less you may find it more difficult to sell your property or re-mortgage unless you extend the term of your lease.

You will need to pay legal costs and an amount of money called a 'premium' to do this. The premium amount is calculated on the basis on a valuation by a qualified RICS Valuer.

Shared Owner

As a shared owner you've been granted a lease which confirms your co-ownership of your property with us. A lease means you don't own the freehold of the property and your ownership is granted only for a fixed period of time.

As a shared owner, you don't have the statutory right to extend your lease. However, we may be able to agree this on a voluntary basis. Please contact the leasehold team for more information.

What happens if I don't extend my lease?

There's no requirement for you to extend your lease and you can carry on living in the property until the term expires, when the property will return to being the property of GCH.

I'm a leaseholder, can I sub-let my home?

If you're a leaseholder, you may sub-let your home, and we request you provide us with the following:

- Advance notice, in writing of your intention to sub-let
- Your forwarding address, email and phone number
- Names and contact details of your tenants, along with their signed tenancy agreement

All sub-tenants must keep to the terms of your lease, and we recommend that you seek legal advice on your rights and obligations as a landlord as well as consulting your lender.

It's important to note, if there's a subsequent breach to the conditions of your lease, we will take action against you and not your sub-tenants.

I'm a shared owner; can I sub-let my home?

If you're a shared owner, you can only sub-let your home once you own all of the shares of your property (unless there are exceptional circumstances which we'll discuss on an individual basis). At that point you'll be the freeholder or the leaseholder (where you live in a flat) of the property and will be able to sub-let. In these circumstances the information above will apply.

Where can I get more information?

You should seek independent legal advice. Further advice can be found on the Leasehold Advisory website www.lease-advice.org.

MAKING CHANGES TO YOUR LEASE

Adding and removing a name on your lease

If you want to add or remove a name from your lease, you'll need to instruct a solicitor to make any changes. Your solicitor will then liaise with GCH to arrange this.

Changing conditions of your lease

You may be able to change the conditions of your lease through a Deed of Variation. Again, this is a legal process, and you'll need to instruct solicitors, who would liaise with GCH.

To make any changes to your lease, administration fees will apply, please refer to the fees page for more information.





BUYING MORE SHARES

This only applies to shared owners.

If you're a shared owner, you can purchase a greater percentage of your property. This is called staircasing. The more of your home you own, the less rent you'll pay each month. You only pay rent on the percentage of your home that you don't own.

There may be a restriction on the number of shares you can buy in your property. Your lease will specify the maximum percentage if you're unable to purchase 100%.

For more information on this, please email leaseholders@gch.co.uk.



SELLING YOUR PROPERTY

If you're a leaseholder, and you own 100% of the leasehold, you'll need to put your property on the open market yourself. This is usually done through an estate agent. Once you have a buyer, your solicitor should contact our Leasehold team by emailing leaseholders@gch.co.uk.

For shared owners, when thinking about selling your share, please contact the Leasehold team who'll be able to help you in this process.

If you're struggling to keep up with your mortgage payments and your lender is considering repossession, please notify us immediately.



GROUND RENT & SERVICE CHARGES

What is a service charge?

A service charge is a payment for services received in connection with the occupation of your home. The services you pay for and your share of the costs is described in your lease.

You pay us a service charge for the work and services we provide to the structure and shared areas of the building you live in. You must pay your service charge so that we can provide services such as:

- Cleaning and window cleaning of shared areas
- Grounds maintenance
- Utility costs such as lighting in shared areas
- Day-to-day repairs in shared areas
- Management charges, which cover the cost of providing a management service for homeowners

Sinking funds

For some blocks and schemes, we'll collect money into a 'sinking fund' and your lease will specify if you have to pay into a fund.

A sinking fund is a way of building up savings by putting money aside each year to pay for future planned maintenance and redecoration works. This fund helps spread the cost of works and its aim is ensuring you don't receive large bills.

The funds can only be used for their allocated purpose, and the money in the fund will earn interest which is added to the fund. The fund belongs to the building and any money you pay into the fund, will not be refunded if you sell your property. In the event there's not enough money in the sinking fund to pay the full costs, you'll receive an invoice for your share of the shortfall.

Your lease outlines what you can be charged for and what share of the cost you must pay. The charges you pay may be different from your neighbours, depending on the type of agreement they have and what it says.

What is ground rent?

A lease is a type of tenancy, so you may have to pay a rent to your landlord. This is usually called a 'ground rent' and is a payment for using the land the building is on. Any ground rent that you have to pay will be set out in your lease.

What is rent?

If you're a shared owner, we'll charge you rent on the percentage of your home that we own. The rent will vary depending on the percentage that you own. For example, if you own 50% of your home, we'll charge you rent on the remaining 50%. If you buy more shares in your home, the percentage of rent you pay will decrease.

Leaseholders do not pay rent.

Reviewing your rent and service charges

Rent and service charges are normally reviewed in April, and we'll adjust your rent in line with the formula in your lease. You'll receive a minimum of four weeks notice of your new rent and service charges.





HOW TO PAY

Direct Debit

Direct debit is the easiest way to pay your rent on time. To set up a direct debit, please call us on **01452 424344** and we can set up a direct debit from your bank account. We can set them up at a frequency to suit you- weekly, fortnightly or monthly.

Once your direct debit is set up, you don't have to worry about your missing payment. We will always let you know in advance if your rent changes and your payments change automatically.

You just need to have your bank account number and sort code to hand when you call us.

Standing Order

This is set up directly through your bank to make regular payments to us, please contact us so that we can provide you with our bank details and make sure you include your payment reference on the standing order to ensure that your payment is applied correctly.

Phone

You can call us on **01452 424344** and pay using your Debit Card via a secure automated system, all you need to do is follow the instructions and have your payment reference ready.



FEES

Service	Charge
Providing copy of Lease	£50.00
Deed of Covenant	£120.00
Certificate of Compliance	£95.00
Receipt of Notice of Transfer or Charge	£100.00
Provide consent to assignement or charge in legal ownership to property	£80.00
Providing consent to the removal of LR Restrictions including charges	£150.00
Providing LPE1	£250.00
Providing FME1	£150.00
Consent to subletting	£100.00
Postponement of charge on RTB - 1st Mortgage only	£250.00
Consent to remortgage	£150.00
Consent to Wayleave	£250.00
Consent to Alter	£500.00
Retrospective Consent to Alter	£700.00
Deed of Release	£250.00
Land Disposal	£500.00
Easement	£350.00
Licence	£250.00 (and then £100 per annum after)
Boundary enquiry	£150.00
Ownership Enquiry	£100.00
Deed of Variation	£500.00
Deed of Postponement	£160.00
Lease Extension	£200.00
Staircasing	£130.00

HOW WE USE YOUR DATA

Data protection legislation gives individuals the right to be informed about how organisations use their personal data.

We process the personal data we collect for a number of purposes. Our privacy notice gives an overview of how we use your data.

You can find a copy of our privacy notice and find out more about your rights by visiting www.gch.co.uk/privacy-policy/



KEEPING UP TO DATE

You can keep up to date with news stories, performance information covering key areas like repairs, customer experience and customer satisfaction, by visiting any of the platforms below:



www.gch.co.uk



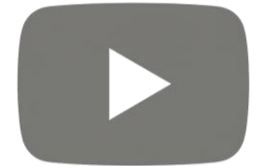
@gloscityhomes



Gloucester City Homes



@gloscityhomes



Gloucester City Homes