

LEASEHOLD PROPERTY ENQUIRIES LPE1

LEASEHOLD PROPERTY ENQUIRIES



Property:	49 Weydon Lane, Farnham, Surrey, GU9 8UW
Seller:	Mrs S Partridge

These enquiries are asked on behalf of the buyers. The Seller should only respond to these enquiries if they are the Landlord, the Management Company, the Managing Agent or the Residents' or Tenants' Association or are representing any of them.

TERM	DEFINITION
Ground Rent	The rent payable to the landlord by the lessee as required by the lease.
нмо	A House in Multiple Occupation as defined by section 257 of the Housing Act 2004.
Landlord	The person or company which has granted a lease over the Property to the owner of the Property.
Leaseholder Deed of Certificate	The Leaseholder's Certificate under the Building Safety (Leaseholder Protections) (Information etc.) (England) Regulations 2022 where the building is a relevant building (11 meters or more in height or at least 5 storeys and contains at least 2 dwellings) and is not leaseholderowned, and the leaseholder protections apply under the Building Safety Act
Landlord's Certificate	The Landlord's Certificate under The Building Safety (Leaseholder Protections) (England) Regulations 2022 where the property is a relevant building (11 meters or more in height or at least 5 storeys) and the Regulations apply.
Lessees	The owners of properties in the Managed Area
Managed Area	The properties including the building containing the Property, together with any land, managed by or on behalf of the Landlord under the terms of the lease. Manged Areas are sometimes also called common parts.
Management Company	A Management Company referred to in the Lease, or a Right to Manage Company created under the Commonhold & Leasehold Reform Act 2002, to provide services and administer the terms of the Lease either directly or through Managing Agents.
Managing Agent	A person or organisation which acts on behalf of the landlord, management company or Right to Manage Company [within their terms of reference, subject to any legal restrictions].
Property	The property known by the above address, including any land and outbuildings lease to the Seller.
Reserve Fund	A fund collected from the Lessees which allows the build-up of monies to pay for repairs and replacement of major items (such as lifts) or to equalise cyclical expenditure (such as external decoration), avoiding excessive peaks in the Service Charge. Reference to Reserve Fund includes any sinking fund or replacement fund.

Residents'/Tenants' Association	A group of some or all of the lessees with or without a formal constitution or corporate status, or a recognised residents association which is 'recognised' by law and with a formal constitution.
Right to Manage Company	A company owned by the Lessees that manages the Managed Areas on behalf of the Landlord or Management Company, within their terms of reference, subject to any limitations.
Service Charge	The amount payable by a lessee as a contribution to the costs of services, repairs, maintenance, insurance, improvements or costs of management etc. as set out in the lease. The amount payable may vary according to the costs incurred or to be incurred.
Section 20	Section 20 of the Landlord & Tenant Act 1985, which requires the Landlord or Managing Agents to consult with the Lessees about certain works.

SEC	TION 1: CON	NTACT DETAILS			
1.1	Landlord		1.2	Managemen	t Company
	Name Address	Hall Barn Limted 39 Gordon Place London W8 4JF	Name Address	Weydon Re Ltd Suite 1a, Vict South Street Farnham Surrey GU9 7QU	sidents Association oria House
	Telephone		Telephone	01252 8911	70
	Email		Email	info@edgefi	eldestate.co.uk
1.3	Managing A	agent	1.4	Residents/To	enant's
	Name	Edgefield Estate Management (Farnham) Limited	Name	None knowr	1
	Address	Suite 1a, Victoria House South Street Farnham Surrey GU9 7QU	Address		
	Telephone		Telephone		
	Email		Email		
	Appointed by:	Management Company			
1.5	Charge? Tick the box including VA Payment car Account Nar Farnham Lin Account Nur Sort Code:		Landlord	ent Company	£ 180
1.6	Who collects	s the Ground Rent?			
	Landlord		☐ Managen	nent Agent	□ N/A
1.7	<u> </u>	the Service Charges?	_ 0	J	_
1.,	Landlord		⊠ Managen	nent Agent	□ N/A
1.8	_	s the Buildings Insurance Premiums?		3	
1.0	Landlord			nent Agent	□ N/A
1.9	Who maintai	ns the day-today maintenance building?			



	Landlord	Manage	ement Company	Managen	nent Agent	the Lessees	
1.9.1	If the Lessees, please provide the contact details of the Lessee in charge:						
1.10	Who deals with	the day to day mainten	ance of the Manag	ed Area?			
	Landlord	Management Company		ement Agent	the Le	essees N/A	
1.11	Who organises a	and administers the bui	Idings insurance?				
	Landlord	Management Company	⊠ Manag	ement Agent	the Le	essees N/A	
SECT	TION 2: TRANS	FER & REGISTRAT	ION				
2.1	Is a Deed of C	ovenant required?		☐ Yes	⊠ No	☐ Not Known	
2.1.1	If Yes, confirm VAT	the costs applicable to	the Deed includin	g			
2.1.2	Provide the de Deed of Cover	etails of the person who nant	deals with the				
2.2	Is a Licence to	Assign Required?		Yes	⊠ No	☐ Not Known	
2.3		requirements e.g. refer le to the Licence:	ences, and any				
2.4		e of consent having bee additions to the Propert		Yes	⊠ No		
2.4.1	If Yes, provide	details and copies of a	any consent:				
2.5		g Lessee required to ta mber of, the Manageme		⊠ Yes	□No	□ N/A	
2.5.1	If Yes, provide	details of the procedur	re and fees:			o the Management	
	NB Include de certificate or s	etails of the person who hare	deals with the nev	enclosing to Transfer F	the original sh	ome a member and are certificate, Stock dministration fee of	
	Account Name Farnham Limi Account Num Sort Code:				Ŭ ,		
2.6	in accordance	ocedure and cost for ob with a restriction in the Land Registry, if appli	Proprietorship	e N/A			
SECT	TION 3: GROUN	ND RENT					

Edgefield

Refer to the Landlord

3.1

What is the annual Ground Rent payable by this Property?

3.2	Is the Ground Rent paid up-to-date?	☐ Yes ☐ No ☐ N/A
3.2.1	If No, supply details of the arrears:	
3.3	What period is covered by the last demand?	From:// To://
SECTIO	N 4: SERVICE CHARGES	
4.1	How many properties contribute toward the maintenance of the Managed Area?	21
4.1.1	What is the current annual Service Charge for this Property?	£1,139.95
4.1.2	If the Service Charge has been collected on an 'ad hoc' Basis, what have been the expenses over the last 3 years?	N/A
4.2	Are the Service Charges paid up-to-date for this Property?	⊠ Yes □ No
	Any outstanding Service Charges must be paid prior to completion –please note that new lessee will inherit any arrears if not cleared prior to completion	
4.2.1	If No, supply details of the arrears:	Please refer to Statement of Account.
4.3	Is any Excess Payment anticipated for this property at the end of the Financial Year?	☐ Yes ☐ No
4.3.1	If Yes, provide details:	Not known. A retention may be prudent pending year end reconciliations.
4.4	What period is covered by the last demand?	From: 01/01/2024 to: 31/12/2024
4.5	In the last 12 months, has any inability to collect payments, from any party, affected, or is likely to affect, the maintenance of the Development?	☐ Yes ☐ No
4.5.1	If Yes, provide details:	
4.6	Does a Reserve Fund apply to this Development?	Yes No Check Accounts
4.6.1	If yes, confirm the amount collected from lessees of this Property, currently held in the Reserve Fund:	Info limited to Accounts attached
4.6.2	Is the amount expected to be sufficient to cover the known section 20 expenditure?	☐ Yes ☐ No
4.6.3	If No, supply details:	No known Section 20's.
4.7	Confirm the date when the Managed Area were last decorated, internally and externally.	Internally Date: N/A



4.8	Within the next 2 years, are there any section 20 works	Completed but unpaid			
	proposed to the Property?	due			
		anticipated			
		Not known at present ■ Not known at present Not kno			
4.8.1	If so, provide details of the works and the contribution anticipated from the Lessee:				
4.9	Is any increase in the Service Charge over 10% or £100, whichever is the greater, anticipated in the next 2 years?	☐ Yes ☐ No ☐ Not known at present			
4.9.1	If Yes, provide details:				
4.10	Are there any outstanding Service Charge consultation procedures?	☐ Yes ☐ No			
4.10.1	If Yes, provide details:				
4.11	Are the Managed Areas known to be affected by Japanese knotweed?	☐ Yes No			
4.11.1	If Yes, provide details and a copy of any Japanese knotweed management plan in place.				
4.12	Are there any: -transfer fees, -deferred service charges or -similar fees Expressed as a percentage of the Property's value	☐ Yes ☐ No			
	payable on an event such as resale or subletting?				
4.12.1	If Yes, provide details:				
4.13	Do all properties in the Managed Area contribute to the Service Charge?				
4.13.1	If No, provide details as to why not				
4.14	Has a Leaseholder Dead of Certificate been served on the Landlord in relation to the property or remedial works required to the property?	☐ Yes ☐ No Certificate Served ☐ Not applicable			
4.15	Has a Landlord's Certificate been served?	☐ Yes ☐ No Certificate Served ☐ Not applicable			
SECTION	ON 5: BUILDINGS INSURANCE				
5.1	Are the buildings insurance premium contributions paid up to date for this Property?	⊠ Yes □ No			
5.1.1	If No, supply details of the arrears:				
5.2	What period is covered by the last demand?	From: 01/01/2024 to: 31/12/2024			
5.3	Has the premium been paid in full?	⊠ Yes □ No			



5.3.1	If No, supply details:			
5.4	Have any claims been made against the policy during the last 3 years?	☐ Yes	□No	⊠ Not known
5.4.1	If Yes, supply details:			
5.5	Are any claims anticipated?	Yes	□No	Not known ■
5.5.1	If Yes, supply details:			
5.6	Are the Managed Areas covered by the policy?	⊠ Yes	□No	
5.6.1	(i) Has a Fire Risk Assessment been completed?	Yes	☐ No	⊠ No Common Parts
	(ii) Has an external wall fire risk assessment been completed?	Yes	⊠ No	
5.6.2	(i) If Yes to either, have urgent or essential works been recommended?	Yes	☐ No	⊠ N/A
	(ii)Have these been carried out?	☐ Yes	□No	⊠ N/A
	(iii) Is there any outstanding enforcement action against the landlord or accountable person (such as outstanding enforcement notices?	☐ Yes	□No	⊠ N/A
	If Yes, by what date is this remedial action required?		⊠ N/A	
5.7	Are you aware of any reason why comprehensive insurance will not be available on standard terms in future?	Yes	⊠ No	
5.7.1	If Yes, supply details:			
5.8	Are you aware of any non-compliance with the insurance conditions that would render the policy void?	☐ Yes	⊠ No	
5.8.1	If Yes, supply details:			
5.9	Please confirm the date of the last buildings reinstatemen cost assessment.	t April 2016		
5.10	Is the insurance premium included in the service charge budget?	⊠ Yes	□No	
5.10.1	If No, confirm the annual amount payable for the Property:	£		
SECTION	ON 6: DISPUTES & ENFRANCHISEMENT			
6.1	Are there any on-going forfeiture proceedings in relation to the Property?	Yes	⊠ No	
6.2	Are there any documented unresolved disputes with the Lessees of any of the properties in the Managed Area?	Yes	⊠ No	



6.2.1	If Yes, to the extent permitted by the UK General Data Protection Regulations, please supply details:			
6.3	Have any steps been taken by anyone for enfranchisement, extension of the Lease term, exercise of the right to manage or to form a right to enfranchise or management company or anything similar?	☐ Yes f	□ No	Not Known ■
6.3.1	If Yes, provide details and copies of relevant documentation:			
6.4	Are you aware of any breach of the terms of the Lease of this Property?	Yes	⊠ No	
6.4.1	If Yes, supply details:			
SECTION	ON 7: GENERAL			
7.1	How many other properties are there in the Managed Area?	20 excluding th	ne Property.	
7.2	Are they leased on leases with similar terms?	☐ Yes	□ No	Not Known ■
7.2.1	If No, provide details:	Leases would	I need to be re	eviewed.
7.3	Is the Building in which the Property is situated known to be an HMO?	☐ Yes	□ No	⊠ Not Known
7.3.1	If Yes, confirm that regulations applicable to section 257 Housing Act 2004 HMOs have been complied with:			
7.4	Are there any parking regulations or restrictions in addition to any set out in the lease?	Yes	⊠ No	☐ Not Known
7.4.1	If Yes, supply details:			
7.5	If there is a restriction in the lease on keeping pets, please outline the requirements:	☐ No	Restrictio Provide deta the Lease	ns apply. ils: Please refer to
SECTION	ON 8: REQUIRED DOCUMENTS			
8.1	Please provide the following applicable documents:- Statement of Account	□ Enclosed	☐ To follo	w 🗌 N/A
8.2	The last 3 years published Service Charge Accounts	⊠ Enclosed	☐ To follo	w 🗌 N/A
8.3	Buildings Insurance Policy and Schedule	□ Enclosed	☐ To follo	w 🗌 N/A
8.4	Buildings insurance policy and schedule for the Managed Areas:	⊠ Enclosed	☐ To follo	w 🗌 N/A
8.5	Service Charge Estimate for the current year and details of the anticipated payments on account		☐ To follo	w 🗌 N/A



8.6	applicable to the Property.	Enclosed		⊠ N/A
8.7	Copies of any notices served on the Lessees under Section 20 in respect of any proposed works or any works which have not yet been paid for:	☐ Enclosed	☐ To follow	⊠ N/A
8.8	Documentation relating to any forfeiture proceedings applicable to the Property:	☐ Enclosed	☐ To follow	⊠ N/A
8.9	Any additional regulations or rules affecting the Property which are not contained in the lease:	☐ Enclosed	☐ To follow	⊠ N/A
8.10	Any Deeds of Variation or other document varying the terms of the Lease of this Property:	☐ Enclosed ☐ Landlord's s ☐ Please supp	☐ To follow olicitor provides	⊠ N/A
8.11	Any required Deed of Covenant:	☐ Enclosed ☐ Landlord's services Please supp	☐ To follow olicitor provides	⊠ N/A
8.12	Any Certificate of Compliance:	☐ Enclosed ☐ Landlord's so ☐ Please supp	☐ To follow olicitor provides	⊠ N/A
8.13	Any required Licence to Assign:	☐ Enclosed ☐ Landlord's s ☐ Please supp	To follow solicitor provides bly draft	⊠ N/A
8.14	Copy of any permission to alter the Property which has been issued:	☐ Enclosed	☐ To follow	⊠ N/A
8.15	Copy of any known notices served on the Lessee and documentation arising from them:	Enclosed	To follow	⊠ N/A
8.16	Asbestos Survey for parts of the Managed Area built or converted before 2001:	Enclosed	To follow	☐ N/A
8.17	Fire Risk Assessment for Managed Parts:	Enclosed	To follow	⊠ N/A
8.18	Memorandum and Articles of Association of the Management Company	Enclosed	To follow	□ N/A
8.19	Minutes from the last AGM for the Management Company:	Enclosed	To follow	⊠ N/A
8.20	Leaseholder Deed of Certificate	Enclosed	To follow	⊠ N/A
8.21	Landlord's Certificate	Enclosed	To follow	⊠ N/A



0.22		erson (where the building is residential Light Enclosed Light 10 follow N/A 18 metres or 7 storeys)						
Signed			Dated	26/06//2024				
Print Nan	ne:	Josh Walton						
	has been on behalf of:	The Management Company						
By Edgefield Estates Management (Farnham) Ltd as Managing Agent								

To follow

Enclosed

N/A

Known enforcement notices served on the landlord or

8.22

NOTE: Additional enquiries. Raise only those specific additional enquiries required to clarify issues arising out of the documents submitted or which are relevant to the management of the Property or which the buyer has expressly requested. Resist raising any general additional enquiries that can be established by the buyer's own enquiries, survey pr personal inspection.

DISCLAIMER: Whilst care has been taken in the preparation of this form, no legal liability is accepted by Edgefield Estates Management (Farnham) Ltd for any representation, implied warranty, condition or other term, or any duty at common law for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims arising from the responses provided in this form

This disclaimer does not affect the legal responsibilities of Edgefield Estates Management (Farnham) Ltd to answer the questions contained in this form to the best of their knowledge information and belief.



Weydon Residents Association Limited Service Charge Account Summary of costs for the year ended 31 December 2023 Section 20(b) Notice

Section 20(b) Notice	2023 £
Income	
Maintenance Demanded	25,272 25,272
Expenditure	
Buildings Insurance	7,923
D & O Insurance	123
Electricity	3,252
Gardening	240
Pest Control	500
General Repairs/Maintenance	1,300
Company Secretarial	252
Management fees	5,500
Accountancy fees	600
	19,690
Gross (deficit)/surplus	5,583
Transfer to Maintenance & Building Reserve	(5,000)
Surplus for the year	583

Pursuant to Section 20(b) of the Landlord and Tenant Act 1985 (As Amended), Notice is hereby given that the above costs have been incurred in the year 1 January 2023 to 31 December 2023 and may be distributed to leases as a balancing credits

The above costs are based on draft accounts and may be subject to changes or amendments following completion and auditing of the accounts.

Date 25 June 2024

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Memorandum of Association

OF

WEYDON RESIDENTS ASSOCIATION LIMITED

- 1. The name of the Company (hereinafter called "the Association") is "WEYDON RESIDENTS ASSOCIATION LIMITED."
- 2. The Registered Office of the Association will be situate in England.
- 3. The objects for which the Association is established are:-
 - (A) To manage such block or blocks of flats and maisonettes of the Association wherever situate and to supply the Lessees and occupiers of the flats and maisonettes aforesaid with such services as are defined in the Leases.
 - (B) To purchase, take on lease, or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Association.
 - (C) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its objects.
 - (D) To undertake and execute any trusts which may lawfully be undertaken by the Association and may be conducive to its objects.
 - (E) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.

- (F) To lend money with or without security, and to invest and deal with the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property and in such manner as may from time to time be determined.
- (G) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of the Association or for any other purposes calculated to benefit the Association.
- (H) To draw, make and accept bills of exchange and promissory notes and other negotiable instruments.
- (I) To establish and support or aid in the establishment and support of any charitable or educational associations or institutions and to expend, subscribe or guarantee money for charitable or educational purposes whether connected with the purposes of the Association or calculated to further its objects or not; to provide pensions and annuities or other assistance to any persons who are or have been members of the Council of Management or Governing Body of the Association or who are or have been servants or employees of the Association and to the widows, children and dependants of such persons.
- (J) To do all such other things as are incidental or as the Association may think conducive to the attainment of the above objects or any of them, and to deal with any other matters of interest to members.
- 4. The liability of the members is limited.
- 5. Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time he is a member or within one year afterwards, for payment of the debts and liabilities of the Association contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of the winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required, but in any case not exceeding the sum of £1.00.
- 6. No person shall be admitted to membership of the Association other than the subscribers hereto and the Lessees of flats and maisonettes comprised in the said block or blocks of flats and maisonettes holding under head leases derived immediately out of the freehold interest therein. Section 23 of the Companies Act, 1948 shall not apply to this agreement.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

PETER NORMAN JANES, Little Dormers, Parsonage Lane, Farnham Common, Bucks. Company Director.

GEORGE PERCIVAL CLARKE, 15 Tooks Court, London, E.C.4. Company Director.

BERNARD WILLIAM CLARKE, "Chalfont"
Sly Corner,
Lee Common,
Great Missenden,
Bucks,
Solicitor.

DATED the 25th day of April 1974.

WITNESS to the above Signatures:-

STANLEY GODFREY SIMPSON, 271, High Street, Uxbridge, Solicitor.

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Articles of Association

OF

WEYDON RESIDENTS ASSOCIATION LIMITED

GENERAL

1. In these Articles: -

"The Act" means the Companies Act, 1948.

"The Association" means the above-named Company.

"The Council" means the Council of Management

of the Association for the time being.

"Flat" means a flat or maisonette,

"Flat owner" means an owner of a flat or a

maisonette.

"Writing" includes printing, lithography,

photography and other modes of representing or reproducing words

in a visible form.

"The United Kingdom" means Great Britain and Northern

Ireland.

'The Seal'' means the Common Seal of the

Association.

"The Secretary" means any person appointed to

perform the duties of the Secretary

of the Association,

MEMBERSHIP

2. The number of the members with which the Association proposes to be registered is 21 but the Council may from time to time register an increase of members.

- 3. The subscribers to the Memorandum of Association and such other persons as shall be hereafter admitted to membership by the Council as hereinafter mentioned shall be members of the Association.
- 4. The subscribers to the Memorandum of Association and all flat owners shall be members of the Association.
- 5. Where two or more persons jointly are the flat owners of one flat and become members only that one of them whose name first appears in the register of members shall be entitled to notice of General Meetings and to exercise the voting and other powers at or in connection with such meetings.
- 6. The subscribers to the Memorandum of Association shall cease to be members as soon as the flat owners of all the flats comprised in the Estate have become members. A member shall cease to be such on ceasing to be a flat owner and on the registration as a member of his successor in title.
- 7. The trustee in bankruptcy of any bankrupt member or the personal representative of any deceased member shall be entitled to become a member if, at the time of his application for membership, he is a flat owner.

GENERAL MEETINGS

- 8. The Association shall hold a General Meeting in every year as its Annual General Meeting at such time and place as the Council shall determine and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one Annual General Meeting of the Association and that of the next: Provided that so long as the Association holds its first Annual General Meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the next following year.
- 9. All general meetings of the Association other than Annual General Meetings shall be called Extraordinary General Meetings.
- 10. The Council may at any time convene an Extraordinary General Meeting.
- Il. Meetings called for the passing of Special Resolutions and Annual General Meetings shall be called by twenty-one days' notice in writing at the least; any other meeting of the Association shall be called by fourteen days' notice in writing at the least. In every case the notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place the day and the hour of meeting, and in the case of special business, the general nature of that business, and shall be given in manner hereinafter mentioned to such persons as are under these Articles or under the Act entitled to receive such notices from the Association.

at an Extraordinary General Meeting and also all that is transacted at an Annual General Meeting with the exception of the consideration of the accounts, balance sheets and the report of the Council and Auditors, the election of members of the Council in the place of those retiring and the appointment of and the fixing of the remuneration of the Auditors.

13. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided three members present in person shall be a quorum.

14. If within half an hour from the time appointed for the meeting a guorum is not present the

- 14. If within half an hour from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time
- and place as the Council may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
- 15. The Chairman of the Association shall preside as Chairman at every General Meeting of the Association or if there is no such Chairman or if he shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-Chairman of the Association shall preside as chairman at such meetings or if there is no such Vice-Chairman or if he shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act the members of the Council present shall elect one of their number to be chairman of the meeting.
- 16. If at any meeting no member of the Council is willing to act as chairman or if no member of the Council is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairman of the meeting.
- 17. The chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 18. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or by at least three members present in person or by proxy or by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having

the right to vote at the meeting. Unless a poll be so deman a declaration by the chairman that a resolution has on a she of hands been carried or carried unanimously, or by a par majority, or lost and an entry to that effect in the book con the minutes of proceedings of the Association shall be concevidence of the fact without proof of the number or proportion the votes recorded in favour of or against such resolution.

- 19. Except as provided in Article 21 if a poll is duly demanded it shall be taken in such manner as the chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 20. In the case of an equality of votes whether on a show of hands or on a poll the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- 21. A poll demanded on the election of the chairman or conquestion of adjournment shall be taken forthwith. A poll dema on any other question shall be taken at such time as the chair of the meeting directs and any business other than that upon we a poll has been demanded may be proceeded with pending the total of the poll.

VOTING

- 22. Subject as hereinafter mentioned every member shall have one vote Provided that no member shall be entitled to votat any General Meeting unless all moneys presently payable by him to the Association have been paid.
- 23. On a poll votes may be given personally or by proxy.
- 24. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorise in writing or if the appointor is a corporation either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Association.
- 25. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Association or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
- 26. An instrument appointing a proxy (which shall be deemed to confer authority to demand or join in demanding a poll) shall be in the following form or a form as near thereto as circumstance admit:-

of
in the County of being a member/
members of the above-named Association, hereby
appoint
of '
or failing him
of '
as my/our proxy to vote for me/us on my/our behalf
at the General Meeting of the Association to be held
on the day of 19
and at any adjournment thereof.

Signed this

day of

19

- 27. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Association at its registered office before the commencement of the meeting or adjourned meetings at which the proxy is used.
- Any corporation which is a member of the Association may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Association, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Association.

OFFICERS OF THE ASSOCIATION

- 29. The officers of the Association shall consist of a Chairman, a Vice-Chairman and a Treasurer.
- 30. The Chairman, Vice-Chairman and Treasurer shall be elected by the Council from its own body at the meeting of the Council immediately preceding each Annual General Meeting of the Association, and they shall each hold office for one year and be eligible for re-election.
- 31. The office of Chairman, Vice-Chairman or Treasurer shall become vacant if their holders cease to be members of the Association. In the event of any office becoming vacant during the year the vacancy may be filled by the Council and any person so appointed shall hold office only until the meeting of the Council immediately preceding the next Annual General Meeting of the Association but shall be eligible for re-election.

THE COUNCIL

32. The Chairman, Vice-Chairman and Treasurer of the

Association with not more than six other members of the Association, and such additional persons as may be appointed by the Council from time to time under Article 31 shall together constitute the Council.

- 33. The Council may from time to time appoint not more than four persons to the Council as it considers necessary and desirable. Any person so appointed shall hold office only until the next Annual General Meeting of the Association but may be appointed from year to year as the Council deems necessary. Any person so appointed shall not have power to vote at meetings of the Council.
- 34. The Council shall have power to fill any casual vacancy occurring in their number other than in the office of Chairman, Vice-Chairman and Treasurer or in persons appointed under Article 33 and any member of the Association so appointed shall hold office only until the next following Annual General Meeting of the Association, but shall be eligible for re-election and shall not be taken into account in determining the members of the Council who are to retire by rotation at such meeting.
- 35. At each Annual General Meeting of the Association one-third of the members of the Council other than the Chairman Vice-Chairman and Treasurer and persons appointed under Article 33 who have been longest in office since their last election shall retire or if their number is not a multiple of three then the nearest number to but not exceeding one-third shall retire. As between such members of the Council of equal seniority the members to retire shall in the absence of agreement be selected from amongst them by ballot. Retiring members of the Council retiring under the provisions of this Article shall be eligible for re-election and shall continue to serve until the appointment of their successors.
- 36. The business of the Association shall be managed by the Council who may pay all expenses incurred in promoting and registering the Association, and may exercise all such powers of the Association as are not by the Act or by these Articles required to be exercised by the Association in General Meeting subject nevertheless to the provisions of the Act or these Articles, and to such regulations being not inconsistent with the aforesaid provisions as may be prescribed by the Association in General Meeting; but no regulation made by the Association in General Meeting shall invalidate any prior act of the Council which would have been valid if that regulation had not been made.

THE SECRETARY

37. The Secretary shall be appointed by the Council for such term and upon such conditions as the Council may think fit and any secretary so appointed may be removed by the Council.

THE SEAL

38. The Council shall provide for the safe custody of the

seal which shall only be used by the authority of the Council or of a sub-committee of the Council authorised by the Council in that behalf and every instrument to which the seal shall be affixed shall be signed by a member of the Council and shall be countersigned by the secretary or by a second member of the Council or by some other person appointed by the Council for the purpose.

PROCEEDINGS OF THE COUNCIL

- 39. The Council shall meet together and adjourn at such times and as often as is necessary for the proper conduct and discharge of the affairs of the Association. Special meetings of the Council shall also be held at any time on a requisition to the Secretary by the Chairman, Vice-Chairman or two other members of the Council. The Secretary shall give at least seven days notice of any Council meeting to all members of the Council.
- 40. The quorum necessary for the transaction of business of the Council shall be three.
- 41. Questions arising at any Council meeting shall be decided by a majority of votes. Subject to Article 33 each member present shall have one vote and in the case of an equality of votes the Chairman shall have a second or casting vote.
- 42. The Chairman of the Association, or if he is not present within 5 minutes after the time appointed for holding the meeting the Vice-Chairman, or if he is not present within 5 minutes after the time appointed for holding the meeting, another member of the Council to be elected by the majority of the members of the Council present at the meeting shall be chairman of each meeting of the Council.
- 43. The continuing members of the Council may act not-withstanding any vacancy in their body but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of the Council the continuing members or member of the Council may act for the purpose of increasing the number of members of the Council to that number or of summoning a general meeting of the Association but for no other purpose.
- 44. (A) The Council shall have power to appoint subcommittees of its members as it considers necessary and
 desirable and may delegate any of its powers to such subcommittees. Any sub-committee so formed shall in the exercise
 of the powers so delegated conform to any regulations that may
 be imposed on it by the Council. All officers of the Association
 shall have the right to attend ex officio the meetings of all such
 sub-committees.
- (B) A sub-committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the Chairman is not present within 5 minutes after the time appointed for holding the same, the members present may choose

seal which shall only be used by the authority of the Council or of a sub-committee of the Council authorised by the Council in that behalf and every instrument to which the seal shall be affixed shall be signed by a member of the Council and shall be countersigned by the secretary or by a second member of the Council or by some other person appointed by the Council for the purpose.

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 shall have the right to attend ex officio the meetings of all such
 sub-committees.
- (B) A sub-committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the Chairman is not present within 5 minutes after the time appointed for holding the same, the members present may choose

one of their number to be chairman of the meeting.

- (C) A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes, the chairman shall have a second or casting vote.
- 45. The Council shall cause proper minutes to be made of the proceedings of all meetings of the Association and of the Council and of any sub-committee of the Council.

ACCOUNTS

- 46. The Council shall cause proper books of account to be kept with respect to:-
 - (A) The assets and liabilities of the Association;
 - (B) The sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place; and
 - (C) All sales and purchases of goods by the Association.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Association's affairs and to explain its transactions.

- 47. The books of account shall be kept at the registered office of the Association or subject to Section 147 (3) of the Act at such other place or places as the Council shall think fit and shall always be open to the inspection of the members of the Council.
- 48. The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Association or any of them shall be open to the inspection of members not being members of the Council and no member (not being a member of the Council) shall have any right of inspecting any account or book or document of the Association, except as conferred by statute or authorised by the Council or by the Association in general meeting.
- 49. The Council shall from time to time in accordance with Sections 148, 150 and 157 of the Act cause to be prepared and to be laid before the Association in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those Sections.
- 50. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Association in general meeting together with a copy of the

Auditors' report shall not less than twenty-one days before the date of the meeting be sent to every member of and every holder of debentures of the Association. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Association is not aware or to more than one of the joint holders of any debentures.

AUDIT

51. Auditors shall be appointed and their duties regulated in accordance with Sections 159 to 161 of the Act and section 14 of the Companies Act, 1967.

NOTICES

- 52. A notice may be given by the Association to any member either personally or by sending it by post to him or to his registered address or (if he has no registered address within the United Kingdom) to the address if any within the United Kingdom supplied by him to the Association for the giving of notice to him. Where a notice is sent by post service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting at the expiration of twenty four hours after the letter containing the same is posted and in any other case at the date at which the letter would be delivered in the ordinary course of post.
- 53. Notice of every general meeting shall be given in any manner hereinbefore authorised to:-
 - (A) Every member except those members who (having no registered address within the United Kingdom) have not supplied to the Association an address within the United Kingdom for the giving of notices to them;
 - (B) Every person being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
 - (C) The Auditor for the time being of the Association.

No other person shall be entitled to receive notices of general meetings.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

PETER NORMAN JANES, Little Dormers, Parsonage Lane, Farnham Common, Bucks. Company Director.

GEORGE PERCIVAL CLARKE, 15 Tooks Court, London, E.C.4. Company Director.

BERNARD WILLIAM CLARKE,
"Chalfont",
Sly Corner,
Lee Common,
Great Missenden,
Bucks.
Solicitor

DATED this 25th day of April 1974.

WITNESS to the above Signatures :-

STANLEY GODFREY SIMPSON, 271 High Street, Uxbridge. Solicitor.



NIG 9th Floor, No 1 Minster Court Mincing Lane, London EC3R 7AA

St Giles Insurance and Finance Services Limited 4 Tenterden Street

London W1S 1TE Date of Issue 05 Jul 2023 Effective Date 10 Jul 2023

Renewal Date 10 Jul 2024

Premium £6,200.00 12% IPT £744.00 Total £6,944.00

Reason for Issue: Renewal Policy

Policy No: 593917631

Insured: Weydon Residents Association Limited

Property Insured: 43-83 Weydon Lane, Farnham, Surrey, GU9 8UW

Occupation: Residential

Commercial: N/a

Section 1: (Buildings Sum Insured) Sum Insured £8,307,650

(Buildings Declared Value) £6,153,815

(Contents of Common Parts) £25,000 (Landlord Contents) £0

Section 2: (Alternative Accommodation) 33.3%

(Loss of Rent Months) £0

Section 3: Terrorism Not Insured

Limit of Liability

Section 4:(Public Liability)£5,000,000Section 5:(Liability to Employees)£10,000,000

Section 6: (Legal Expenses) £100,000

Cover Applicable Fire, Lightning, Explosion, Aircraft, Riot, Civil Commotion, Earthquake, Malicious

Damage, Storm/Tempest, Flood, Escape of Water, Impact, Theft Damage to Buildings,

Accidental Damage, Subsidence, Landslip & Heave

Special Clauses Flat Roof Condition

It is a condition precedent to our liability to pay claims in respect of damage caused by storm that any buildings with a flat roof, or section thereof must be inspected by a

storm that are first and the storm of section thereof must be inspected by

competent roofing contractor every 2 years.

Any necessary works identified following such inspections must be completed within 60 days of the date you receive the roof inspection report or by the renewal date if

this is earlier.

You must provide us with documentary evidence of such inspection and of any

remedial work identified following such inspection if requested by us.

This condition will not apply where the flat roofing is constructed solely of concrete

or metal.



NIG 9th Floor, No 1 Minster Court Mincing Lane, London EC3R 7AA

Excess:

Fire, Lightning, Explosion, Aircraft	£500
All Other Losses	£500
Accidental Damage	£500
Flood	£10,000
Malicious Damage	£500
Escape of Water	£750
Subsidence	£1,500

MORTGAGEES OR OTHER INTERESTS

The interest of the Owner(s), Mortgagee(s), Lessor(s) or other interested parties in each individual flat is automatically included in the policy, you only need tell us of these in the event of a claim.

Subject to the Terms, Conditions and Exceptions of the Policy.
Issued by St Giles Insurance & Finance Services Limited on behalf of NIG.
Full policy wordings can be obtained from www.stgilesgroup.co.uk or alternatively telephoning 02075143178

WEYDON RESIDENTS ASSOCIATION LIMITED SERVICE CHARGE ACCOUNTS FOR THE YEAR ENDED 31 DECEMBER 2022

L P (RMC ACCOUNTS) LIMITED

Chartered Accountants
Hampshire House
204 Holly Road
ALDERSHOT
Hampshire
GU12 4SE

COMPANY INFORMATION

The Directors Mrs Jane A Boult

Mr Jason E Hall Mr Stephen L Tarrant

Company Secretary Edgefield Estates Management (Farnham) Limited

Registered Office Suite 1A, Victoria House

South Street FARNHAM Surrey GU979U

Accountants L P (RMC Accounts) Limited

Chartered Accountants Hampshire House 204 Holly Road ALDERSHOT Hampshire GU12 4SE

Bankers Barclays

41 Woolwich New Road

Woolwich LONDON SE18 6ET

Sort Code

Current Account Number

Managing Agents Edgefield Estates Management (Farnham) Limited

Suite 1A, Victoria House

South Street FARNHAM Surrey GU9 7QU

CHARTERED ACCOUNTANTS' REPORT ON THE SERVICE CHARGE ACCOUNTS

YEAR ENDED 31 DECEMBER 2022

Chartered Accountants' Report of Factual Findings to the Landlord

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for the property. In accordance with our engagement letter, we have performed the procedures agreed with you and enumerated below with respect to the service charge accounts for the year ended 31 December 2022 as set out on pages 3 to 6, in order to provide a report of factual findings thereon.

Basis of Report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary the procedures we carried out with respect to service charge accounts were:

- we prepared the service charge accounts by extracting the figures from the accounting records maintained by or on behalf of the landlord;
- we checked whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected; and
- we checked whether the balance of service charge monies for this property shown on the balance sheet of the service charge accounts agreed or reconciled to the bank statements for the accounts in which the funds are held.

Because the above procedures do not constitute either a statutory audit or review made in accordance with International Standards on Auditing (UK and Ireland) or International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed a statutory audit or review of the service charge accounts in accordance with International Standards on Auditing (UK and Ireland) or International Standards on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report on Factual Findings

- (a) With respect to item 1 the figures in the statement of account have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected.
- (c) With respect to item 3 we found that the balance of service charge monies for this property shown on the balance sheet of the service charge accounts agreed or reconciled to the bank statements for the accounts in which the funds are held.

Hampshire House 204 Holly Road ALDERSHOT Hampshire GU12 4SE

28 September 2023

L P (RMC ACCOUNTS) LIMITED Chartered Accountants

LPRMC Accounts

DETAILED INCOME AND EXPENDITURE ACCOUNT

YEAR ENDED 31 DECEMBER 2022

	2022		2021	
	£	£	£	£
Direct Property Expenditure				
Building Insurance	7,848		7,393	
Lighting of Communal Areas	1,752		1,510	
Rubbish Removal	- 90		75 05	
Gutter Cleaning and Repairs Drain Maintenance and Cleaning	306		95	
Maintenance of Signs	300		- 82	
Staircase Maintenance	144		-	
Pest Control	601		836	
Health & Safety Report	_		360	
T.		10.741		10.251
Major Works		10,741		10,351
Roof Replacement		_		3,454
Administrative Expenses				3,131
Insurance	115		109	
Companies House Annual Filing Fee	13		13	
Legal Fees	_		240	
Managing Agents Fees	5,181		5,030	
Company Secretarial Fees	227		227	
Accountancy Fees	484		484	
		6,020		6,103
Other Income		,		,
Bank Interest Receivable	(3)		(1)	
Reserve Fund Bank Interest Receivable	(3)		_	
		(6)		(1)
Total costs due for the year		16,755		19,907
T				
Income		24 427		24.470
Service Charges Additional Reserve Fund		24,427		24,470
Service Charges - Staircase		10,290		980
Service Charge Surplus		980 (2,163)		(2,467)
Transfer (to) / from Staircase Reserve		(836)		(980)
				
Transfer to Contingen as Free d	(15.042)	32,698	(5.550)	22,003
Transfer to Contingency Fund Transfer from Contingency Fund	(15,943)		(5,550) 3,454	
Transfer from Conungency Fund			5,454	
		(15,943)		(2,096)
		16,755		19,907
				- ,

BALANCE SHEET

31 DECEMBER 2022

		2022		2021	
1	Note	£ 2022	£	£ 2021	£
Current assets		~	~		~
Service charges in arrears			4,103		6,909
Expenses paid relating to next year			ŕ		
Insurance		43		41	
Legal Fees		273		273	
Management Fees		384		535	
Repairs		81		182	
Property Insurance		4,372		3,821	
			5,153		4,852
Cash at bank and in hand			23,589		14,855
Cash at bank and in hand					
			32,845		26,616
Creditors: amounts falling due within	one				
year					
Expenses invoiced but not paid					
Repairs		144		_	
Electricity		_		452	
			144		452
Service charges in advance			2,331		4,058
Deposit Held and Janes Estate Trust			2,331 166		166
Expenses incurred but not invoiced			100		100
Accountancy Fees		485		968	
Electricity		193		98	
Licetricity					
			678		1,066
			3,319		5,742
Net assets			29,526		20,874

The Balance sheet continues on the following page.
The notes on pages 5 to 6 form part of these service charge accounts.

BALANCE SHEET

31 DECEMBER 2022

		2022		2021	
Reserve Funds	Note	£	£	£	£
Reserve runus					
Surplus / (Deficit) Fund					
Balance brought forward		10,290		7,823	
Transfer in for year		2,163		2,467	
Transfer out for year		(10,290)		_	
			2,163		10,290
Contingency Fund			2,103		10,270
Balance brought forward		10,381		8,284	
Transfer in for the year		15,943		5,550	
Transfer out for the year		_		(3,453)	
•			26 224		10 201
Staircase Reserve			26,324		10,381
Balance brought forward		203		987	
Transfer in for year		980		980	
Transfer out for year		(144)		(1,764)	
Transfer out for year		(144)		(1,704)	
			1,039		203
			29,526		20,874
			<u>29,526</u>		20,87

These Service Charge Accounts were approved by the landlord and authorised for issue on 28 September 2023

J. Hall

Mr Jason E Hall

NOTES TO THE SERVICE CHARGE ACCOUNTS

YEAR ENDED 31 DECEMBER 2022

1. Activities

The principal activity of the service charge continued to be that of the management and maintaining of 21 leasehold properties comprising 43 - 83 Weydon Lane (odd numbers), Farnham, Surrey, GU9 8UW; including any common areas, roads, accessways, footpaths, parking areas, drains, sewers, lighting, security and associated facilities.

2. Accounting Policies

(a) Basis of Accounting

The service charge accounts have been prepared under the historical cost convention on the accruals basis, in accordance with the provisions of the lease.

(b) Service Charge Income

Service Charge Income represents the amounts demanded from the residential owners, as adjusted by transfers to or from Reserve Funds and any shortfall or excess for the year.



Issuer Powdin & Co Limited / LP RMC Accounts Limited

Document generated Fri, 6th Oct 2023 11:13:03 UTC

Document fingerprint 983dc38286987844f1aef93416c1cf83

Parties involved with this document

Document processed	Party + Fingerprint
Tue, 24th Oct 2023 10:48:47 UTC	Mr Kevin John White - Signer (c6baad45ad99a6f797f43482fe6db50b)
Tue, 24th Oct 2023 10:55:16 UTC	Laurie Powell (RMC) - Signer (93c90e6a4dcc8f87f31f6447dd1f9c54)
Tue, 24th Oct 2023 10:55:16 UTC	Mr Justice Elikem - Copied In (98637707e5dde161ef645e256a6455f2)

Audit history log

Date

Date	Addit
Tue, 24th Oct 2023 10:55:17 UTC	Laurie Powell (RMC) viewed the envelope. (86.24.197.43)
Tue, 24th Oct 2023 10:55:17 UTC	Document emailed to party email (18.169.158.145)
Tue, 24th Oct 2023 10:55:16 UTC	This envelope has been signed by all parties (86.24.197.43)

Tue, 24th Oct 2023 10:55:16 UTC

Sent the envelope to Mr Justice Elikem for signing (86.24.197.43)

Tue, 24th Oct 2023 10:55:16 UTC Laurie Powell (RMC) signed the envelope (86.24.197.43)

Tue, 24th Oct 2023 10:54:55 UTC

Laurie Powell (RMC) viewed the envelope. (86.24.197.43)

Tue, 24th Oct 2023 10:48:48 UTC

Mr Kevin John White viewed the envelope. (77.107.129.75)

Tue, 24th Oct 2023 10:48:48 UTC Document emailed to party email (13.40.160.44)

Action

Tue, 24th Oct 2023 10:48:48 UTC Sent the envelope to Laurie Powell (RMC) for signing (77.107.129.75)

Tue, 24th Oct 2023 10:48:47 UTC Mr Kevin John White signed the envelope (77.107.129.75)

Tue, 24th Oct 2023 10:39:50 UTC Mr Kevin John White viewed the envelope. (77.107.129.75)

Fri, 20th Oct 2023 11:15:03 UTC Sent Mr Kevin John White a reminder to sign the document. ()

Fri, 13th Oct 2023 11:14:05 UTC Document emailed to party email (35.178.170.123)

Fri, 13th Oct 2023 11:14:04 UTC Sent Mr Kevin John White a reminder to sign the document. ()

Fri, 6th Oct 2023 11:13:13 UTC Document emailed to party email (18.132.50.37)

Fri, 6th Oct 2023 11:13:06 UTC Sent the envelope to Mr Kevin John White for signing. (13.41.226.55)

Fri, 6th Oct 2023 11:13:06 UTC Envelope has been set to automatically remind the active signer every 7

day(s). (13.41.226.55)

Fri, 6th Oct 2023 11:13:06 UTC Mr Justice Elikem has been assigned to this envelope. (13.41.226.55)

Fri, 6th Oct 2023 11:13:06 UTC	Laurie Powell (RMC) has been assigned to this envelope. (13.41.226.55)
Fri, 6th Oct 2023 11:13:06 UTC	Mr Kevin John White has been assigned to this envelope. (13.41.226.55)
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Fri, 6th Oct 2023 11:13:06 UTC	Document generated with fingerprint
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Fri, 6th Oct 2023 11:13:06 UTC	Document generated with fingerprint 8a0723aff0a3fe132f08137d6a27ef6d.
	(13.41.226.55)
Fri, 6th Oct 2023 11:13:06 UTC	Document generated with fingerprint
	983dc38286987844f1aef93416c1cf83. (13.41.226.55)
Fri, 6th Oct 2023 11:13:03 UTC	Envelope generated with fingerprint
	a779280891939db973e19b072e07e428 (18.133.63.166)



Mrs S Partridge 49WL, 49 Weydon Lane Farnham Surrey GU9 8UW

Statement

49 Weydon Lane, Farnham, Surrey, GU9 8UW

From 01 January 2022 to 26 June 2024

Date	Description	Credit	Debit	Balance
31 January 2023	Service charge for the period starting on 1 Jan 2023 to 31 Dec 2023	£0.00	£1,203.43	£1,203.43
17 April 2023	Payment for 001-WEYD049	£1,203.43	£0.00	£0.00
20 December 2023	Service charge for the period starting on 1 Jan 2024 to 31 Dec 2024	£0.00	£1,139.95	£1,139.95
28 December 2023	SHEILA PARTRIDGE PARTR001 BGC	£1,139.95	£0.00	£0.00
	Totals	£2,343.38	£2,343.38	£0.00

Pursuant to the Landlord and Tenant Act 1987 sections 47 and 48 that your Landlord's name and registered address is WEYDON RESIDENTS ASSOCIATION LIMITED, Suite 1a Victoria House, South Street, Farnham, Surrey, GU9 7QU, England. registration number No: 01170156 and all notices (including notice of proceedings) should be served upon the landlord at their stated registered office address Suite 1a Victoria House, South Street, Farnham, Surrey, GU9 7QU, England.



WEYDON RESIDENTS ASSOCIATION LIMITED SERVICE CHARGE ACCOUNTS FOR THE YEAR ENDED 31 DECEMBER 2021

L P (RMC ACCOUNTS) LIMITED

Chartered Accountants
Hampshire House
204 Holly Road
ALDERSHOT
Hampshire
GU12 4SE

COMPANY INFORMATION

The Directors Mrs Jane A Boult

Mr Jason E Hall Mr Stephen L Tarrant

Company Secretary Edgefield Estates Management (Farnham) Limited

Registered Office Suite 1A, Victoria House

South Street FARNHAM Surrey GU979U

Accountants L P (RMC Accounts) Limited

Chartered Accountants Hampshire House 204 Holly Road ALDERSHOT Hampshire GU12 4SE

Bankers Barclays

41 Woolwich New Road

Woolwich LONDON SE18 6ET

Sort Code

Current Account Number

Managing Agents Edgefield Estates Management (Farnham) Limited

Suite 1A, Victoria House

South Street FARNHAM Surrey GU9 7QU

CHARTERED ACCOUNTANTS' REPORT ON THE SERVICE CHARGE ACCOUNTS

YEAR ENDED 31 DECEMBER 2021

Chartered Accountants' Report of Factual Findings to the Landlord

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the lease for the property. In accordance with our engagement letter, we have performed the procedures agreed with you and enumerated below with respect to the service charge accounts for the year ended 31 December 2021 as set out on pages 3 to 7, in order to provide a report of factual findings thereon.

Basis of Report

Our work was carried out having regard to TECH 03/11 Residential Service Charge Accounts published jointly by the professional accountancy bodies with ARMA and RICS. In summary the procedures we carried out with respect to service charge accounts were:

- we prepared the service charge accounts by extracting the figures from the accounting records maintained by or on behalf of the landlord;
- we checked whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected; and
- we checked whether the balance of service charge monies for this property shown on the balance sheet of the service charge accounts agreed or reconciled to the bank statements for the accounts in which the funds are held.

Because the above procedures do not constitute either a statutory audit or review made in accordance with International Standards on Auditing (UK and Ireland) or International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed a statutory audit or review of the service charge accounts in accordance with International Standards on Auditing (UK and Ireland) or International Standards on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report on Factual Findings

- (a) With respect to item 1 the figures in the statement of account have been extracted correctly from the accounting records.
- (b) With respect to item 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected.
- (c) With respect to item 3 we found that the balance of service charge monies for this property shown on the balance sheet of the service charge accounts agreed or reconciled to the bank statements for the accounts in which the funds are held.

L P (RMC ACCOUNTS) LIMITED Chartered Accountants

Hampshire House 204 Holly Road ALDERSHOT Hampshire GU12 4SE

13 July 2022

DETAILED INCOME AND EXPENDITURE ACCOUNT

YEAR ENDED 31 DECEMBER 2021

	2021		2020	
	£	£	£	£
Direct Property Expenditure				
Building Insurance	7,393		7,759	
Lighting of Communal Areas	1,510		1,495	
Rubbish Removal	75		85	
Roof Repairs	_		180	
Gutter Cleaning and Repairs	95		_	
Drain Maintenance and Cleaning	_		420	
External Lighting Repairs	_		207	
Maintenance of Signs	82		_	
Pest Control	836		780	
Flat Repairs	_		360	
Health & Safety Report	360			
		10,351		11,286
Major Works				
Roof Replacement	3,454		134,703	
Surveyors Fees	_		11,775	
S20 Management Fees			3,203	
		3,454		149,681
Administrative Expenses				
Insurance	109		104	
Companies House Annual Filing Fee	13		13	
Legal Fees	240		_	
Managing Agents Fees	5,030		5,030	
Company Secretarial Fees	227		227	
Accountancy Fees	484		484	
		6,103		5,858
Other Income				
Bank Interest Receivable	(1)		(15)	
Reserve Fund Bank Interest Receivable	_		(17)	
		(1)		(32)
Total costs due for the year		19,907		166,793

DETAILED INCOME AND EXPENDITURE ACCOUNT

YEAR ENDED 31 DECEMBER 2021

	2021		2020	
	£	£	£	£
Income				
Service Charges		24,470		23,685
Service Charges - Staircase		980		980
Service Charges - Roof Levy		_		134,840
Service Charge Surplus		(2,467)		(2,006)
Transfer (to) / from Staircase Reserve		(980)		(980)
		22,003		156,519
Transfer to Contingency Fund	(5,550)		(139,407)	
Transfer from Contingency Fund	3,454		149,681	
		(2,096)		10,274
		19,907		166,793

BALANCE SHEET

31 DECEMBER 2021

		2021		2020	
	Note	£	£	£ 2020	£
Current assets					
Service charges in arrears - Levy			_		6,421
Service charges in arrears			6,909		4,513
Service Charge deficit to be collected			_		1,764
Expenses paid relating to next year					
Insurance		41		39	
Legal Fees		273		_	
Management Fees		535		535	
Repairs		143		164	
Property Insurance		3,821		3,911	
Repairs		39		_	
			4,852		4,649
Cash at bank and in hand			14,855		5,043
			26,616		22,390
Creditors: amounts falling due within	one				
year					
Expenses invoiced but not paid					
Electricity			452		480
Service charges in advance			4,058		4,053
Deposit Held and Janes Estate Trust			166		166
Expenses incurred but not invoiced					
Accountancy Fees		968		484	
Electricity		98		113	
			1,066		597
			5,742		5,296
					3,270
Net current assets			20,874		17,094
Net assets			20,874		17,094

The Balance sheet continues on the following page.
The notes on pages 6 to 7 form part of these service charge accounts.

BALANCE SHEET

31 DECEMBER 2021

		2021		2020	
	Note	£	£	£	£
Reserve Funds					
Surplus / (Deficit) Fund					
Balance brought forward		7,823		5,817	
Transfer in for year		2,467		2,006	
			10,290		7,823
Contingency Fund			ŕ		
Balance brought forward		8,284		18,558	
Transfer in for the year		5,550		4,567	
Transfer out for the year		(3,453)		(14,841)	
			10,381		8,284
Staircase Reserve					
Balance brought forward		987		7	
Transfer in for year		980		980	
Transfer out for year		(1,764)		_	
			203		987
			20,874		17,094

These Service Charge Accounts were approved by the landlord and authorised for issue on 13 July 2022

Mr Jason E Hall

NOTES TO THE SERVICE CHARGE ACCOUNTS

YEAR ENDED 31 DECEMBER 2021

1. Activities

The principal activity of the service charge continued to be that of the management and maintaining of 21 leasehold properties comprising 43 - 83 Weydon Lane (odd numbers), Farnham, Surrey, GU9 8UW; including any common areas, roads, accessways, footpaths, parking areas, drains, sewers, lighting, security and associated facilities.

2. Accounting Policies

(a) Basis of Accounting

The service charge accounts have been prepared under the historical cost convention on the accruals basis, in accordance with the provisions of the lease.

(b) Service Charge Income

Service Charge Income represents the amounts demanded from the residential owners, as adjusted by transfers to or from Reserve Funds and any shortfall or excess for the year.



asbestos management survey report

Report Number

RJS5084



43-83 Weydon Lane Farnham Surrey GU9 8UW

Survey Date: 08/01/2024

Report Date: 09/01/2024

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DISCLAIMER

Every effort has been made to identify all asbestos materials so far as was reasonably practical to do so within the scope of the survey and the attached report. Methods used to carry out the survey were agreed with the client prior to any works being commenced.

All surveys are carried out by trained and experienced surveyors using the combined approach with regard to visual examination and necessary bulk sampling. It is always possible after a survey that asbestos based materials of one sort or another may remain in the property or area covered by that survey, this could be due to various reasons:

- Asbestos materials existing within areas not specifically covered by this report are therefore outside the scope of the survey.
- Materials may be hidden or obscured by other items or cover finishes i.e. paint, over boarding, disguising etc. Where this is the case then its detection will be impaired.
- Asbestos may well be hidden as part of the structure to a building and not visible until the structure is dismantled at a later date.
- Debris from previous asbestos removal projects may well be present in some areas; general asbestos debris
 does not form part of this survey however all good intentions are made for its discovery.
- Where an area has been previously stripped of asbestos i.e. plant rooms, ducts etc. and new coverings added, it must be pointed out that asbestos removal techniques have improved steadily over the years since its introduction. Most notably would be the Control of Asbestos Regulations (2006) laying down certain enforceable guidelines. Asbestos removal prior to this regulation would not be of today's standard and therefore debris may be present below new coverings.
- This survey will detail all areas accessed and all samples taken, where an area is not covered by this survey it will be due to No Access for one reason or other i.e. working operatives, sensitive location or just simply no access. It may have been necessary for the limits of the surveyor's authority to be confirmed prior to the survey.
- Access for the survey may be restricted for many reasons beyond our control such as height, inconvenience to others, immovable obstacles or confined space. Where electrical equipment is present and presumed in the way of the survey no access will be attempted until proof of its safe state is given. Our operatives have a duty of care under the Health and Safety at Work act (1974) for both themselves and others.
- In the building where asbestos has been located and it is clear that not all areas have been investigated, any
 material that is found to be suspicious and not detailed as part of the survey should be treated with caution and
 sampled accordingly.
- Certain materials contain asbestos to varying degrees and some may be less densely contaminated at certain locations (Textured coatings for example). Where this is the case the sample taken may not be representative of the whole product throughout.
- Where a survey is carried out under the guidance of the owner of the property or his representative, then the survey will be as per his instructions and guidance at that time.
- RJS Waste Management Limited cannot be held responsible for any damage caused as part of this survey carried out on your behalf. Due to the nature and necessity of sampling for asbestos some damage is unavoidable.
- RJS Waste Management Limited have made the assumption that the land upon which this building stands is not contaminated in any form and will not be held responsible for any subsequent investigation and its findings, or cost implications thereof.

1. EXECUTIVE SUMMARY

Scope

The survey was conducted to establish the presence of asbestos containing materials in the areas noted below: **Exterior Only Excluding Garages & Outbuildings**

Type Of Survey

Management

Asbestos Management Surveys (as defined in HSG 264 Asbestos: The Survey Guide) involve only minor intrusive work and some disturbance. Their purpose is to locate, as far as reasonably practicable, the presence and extent of any suspect ACMs in the building that could be damaged or disturbed during normal occupancy, including foreseeable maintenance and installation, and to assess their condition.

The survey was conducted in a systematic manner working from a logical starting point and inspecting every element of every accessible, functional space.

All reasonable attempts were made to access every area covered by a Asbestos Management Survey, however, this type of survey is non-intrusive and, as such, only the surfaces of the building were inspected. Inaccessible floor and ceiling voids (e.g. under fitted carpets/floor coverings or above fixed ceiling tiles) were not penetrated or accessed nor was heavy furniture moved.

Any suspected 'Asbestos Containing Materials' (ACMs) were sampled according to HSG264 & HSG248 and analysed using polarised light microscopy. Where access to suspected ACMs was limited they were presumed or strongly presumed, as noted in the survey results.

Locations with identified (or presumed) ACMs

Building: Main				
Location /	Sample	Photo	Finding	Action /
Product Details	Number	No.		Recommendation

Materials Assessment Score	Risk of Fibre Release
10 or greater	High Risk
7, 8, 9	Medium Risk
5, 6	Low Risk
4 or below	Very Low Risk

RESTRICTIONS AND LIMITATIONS

Excluded from the scope of this type of survey are areas that require specialist access equipment or where access may cause damage to décor. Areas that may pose undue risk to surveyors were not accessed. These areas are identified below.

During the survey only standard hand tools were used to gain access through access points. Wall cavities, service risers, ducts and other voids may be blocked or bricked in and these may only be detected where shown on the drawings provided and may not be accessible unless there is a hatch or other opening present.

Where ACMs were present no access was gained above or behind the element and as such any area should be considered to contain asbestos until further inspection proves otherwise.

This report indicates specific inaccessible areas and elements found during the survey. HSG264 Asbestos: The Survey Guide states that where access cannot be gained to an area it must be presumed that it contains asbestos. Further destructive surveying should therefore be undertaken should planned works be likely to affect these areas.

It should be noted that even when no asbestos is discovered in an area, this is not a guarantee that this location does not have asbestos present. Due caution must always be taken when dealing with building materials, and any suspect materials must be investigated prior to any works proceeding.

Areas where the following hazards were present were excluded from the survey:

Areas not accessed

Location	Comments
----------	----------

Items not accessed

ocation Comments	
------------------	--

2. INTRODUCTION

The objective of the survey was to determine as far as reasonably practicable the presence and extent of any suspect Asbestos Containing Materials (ACMs) within the site and to assess their condition; to determine the asbestos type, either by bulk analysis or a presumption based on the surveyor's experience; and to establish the products' likelihood to release airborne asbestos fibres by carrying out a materials assessment.

The survey report details all areas that were accessed and any elements noted within, as well as all areas that were unable to be accessed during the survey. Any area not detailed in this report should be considered as not accessed and presumed to contain asbestos until further inspection proves otherwise.

Building Description

On behalf of

Survey carried out

43-65 (1950s, two storey block of flats. Masonry walls, flat roof, uPVC fasciae, uPVC windows, plastic rainwater goods, ceramic tiles to upper walls.)
66-83 (1950s, two storey block of flats. Masonry walls, flat roof, uPVC fasciae, uPVC windows, plastic rainwater goods, ceramic tiles to upper walls.)

3. GENERAL SITE INFORMATION

Survey conducted Colin Daniels, Surveyor

RJS Waste Management Uk Ltd

Room 16

Chichester Enterprise Centre

Terminus Road Chichester West Sussex United Kingdom PO19 8FY 01243 213723

Edgefield Estate Management Date of Survey: 08/01/2024

Date of Report:

09/01/2024

Suite 1a Victoria House South Street

South Stre Farnham Surrey GU9 7QU

43-83 Weydon Lane Report Compiled Colin Daniels

by:

Farnham

Surrey GU9 8UW

Survey Method HSG264 Asbestos: The Survey Guide

(2012)

Survey Type Management

4. SURVEY RESULTS

Appendix A: Material Assessments

All samples, positive references, and visually identified products are listed here, with information relating to product type, condition, surface treatment, quantity, and recommendations.

Appendix A is provided in three parts:

- List of Materials Analysed Containing Asbestos.
- · List of Materials Analysed No Asbestos Present.
- · List of all other Rooms and Materials Surveyed

HSG264 Asbestos: The Survey Guide prescribes the formula by which the risk of each ACM is determined. A risk score of between 0 and 12 is calculated by the surveyor against given values. The criteria for these values are as follows:

•	•	
Product Type	1 (Low)	Composite materials (plastics, resins, mastics, roofing felts, vinyl floor tiles, semi-rigid paints or decorative finishes, cement etc.)
	2	AIB, millboards, other low-density insulation boards, textiles, gaskets, ropes and woven textiles, paper and felt
	3 (High)	Thermal insulation (e.g. pipe and boiler lagging), sprayed asbestos, loose asbestos, asbestos mattresses and packing
Surface Treatment	0 (None)	Composite materials containing asbestos: reinforced plastics, resins, vinyl tiles
	1 (Low)	Enclosed sprays and lagging, AIB (with exposed face painted or encapsulated) cement sheets etc.
	2	Unsealed AIB, or encapsulated spray coating and lagging
	3 (High)	Unsealed spray coating and lagging
	0 (None)	Good condition: no visible damage
Condition – Extent of Damage/	1 (Low)	Low damage: a few scratches or surface marks
Deterioration	2	Medium damage: Significant breakage of materials or several small areas where material has been damaged revealing loose fibres
	3 (High)	Unsealed spray coating and lagging
	0 (NAD)	No asbestos detected
Asbestos Type	1 (Low)	Chrysotile
Aspesios Type	2	Amphibole asbestos excluding Crocidolite
	3 (High)	Crocidolite
	0	External materials (soffits, undercloaking, DPC)
Likelihood of	1	Low disturbance (ceilings, high level panels, floor tiles below carpet)
Disturbance	2	Easily disturbed (boxed riser, wall panels etc.)
	3	Routinely disturbed (floor tiles, panel to door etc.)
	1	Strongly Presumed
ID	2	Presumed
	3	Analysed
	ММ	External materials (soffits, undercloaking, DPC)
Recommendation	E	Low disturbance (ceilings, high level panels, floor tiles below carpet)
necommendation	R	Easily disturbed (boxed riser, wall panels etc.)
	Other	Routinely disturbed (floor tiles, panel to door etc.)

The total sum of the risk assessments is then calculated to produce a materials assessment score as detailed below. It is likely that high-risk items will be highlighted in the report text and that some immediate action will be required

Materials Assessment Score	Risk of Fibre Release
10 or greater	High Risk
7, 8, 9	Medium Risk
5, 6	Low Risk
4 or below	Very Low Risk

Materials Analysed – Containing Asbestos

Building Room Number/ Name Product Details	Sample No.	Bulk ID	Photo No.	Product Type	Surface Treatment	Surface Condition	Туре	Score	Possible Disturbance	Quantity M, M2,x?	ID A, SP, P	Rmd MM, E, R, Other.
--	---------------	---------	--------------	-----------------	----------------------	----------------------	------	-------	-------------------------	----------------------	-------------------	----------------------------

Materials Analysed - No Asbestos Detected

Building Room Number/ Name Product Details		noto No. Bulk ID	Product Type 1-3	Surface Treatment 0-3	Surface Condition 0-3	Asbestos Type NAD,1-3	Score	Possible Disturbance	Quantity M, M2,x?	ID A, SP, P
--	--	---------------------	------------------------	-----------------------------	-----------------------------	-----------------------------	-------	-------------------------	----------------------	-------------------

All Other Rooms and Materials Surveyed

Building Room Number/ Name	Site Notes
-------------------------------	------------

6. Appendix C Bulk Certificates

All sampled items are recorded here with the analysis results and details of the laboratory that analysed the samples.

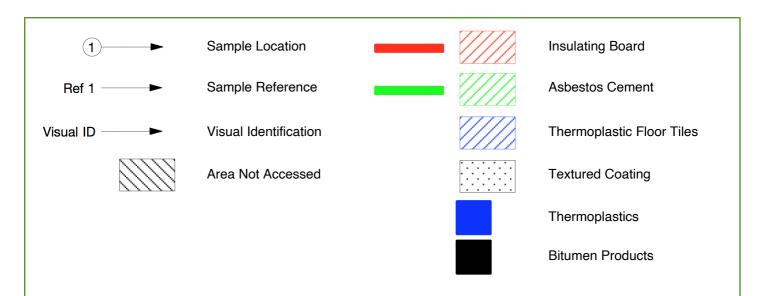
Bulk samples were taken using suppressant techniques designed to minimise the release of asbestos fibres, in accordance with company procedures. To minimise the risk of exposure and damage to decorations not all ACMs were sampled. Some were visually identified to be similar to a sampled material and strongly presumed.

Analysed refers to where a suspected ACM has been sampled and analysed using bulk analysis, as described in HSG248 "The Analysts Guide". As previously mentioned, some items are **Strongly Presumed**. This happens when a surveyor has good reason to believe the material contains asbestos but no sample has been taken. This usually occurs when a material is visually similar to a material previously sampled and found to contain asbestos. Another example of this is when a product could not be sampled due to restricted access or risk of damaging the integrity of the product, but the surveyor has used their experience to strongly presume the product contains asbestos. **Presumed** is where there is insufficient evidence to suggest the material does not contain asbestos. An example of this is a locked room that cannot be accessed or an element that cannot be reached to inspect and there is no reasoned argument to suggest the material does not contain asbestos.

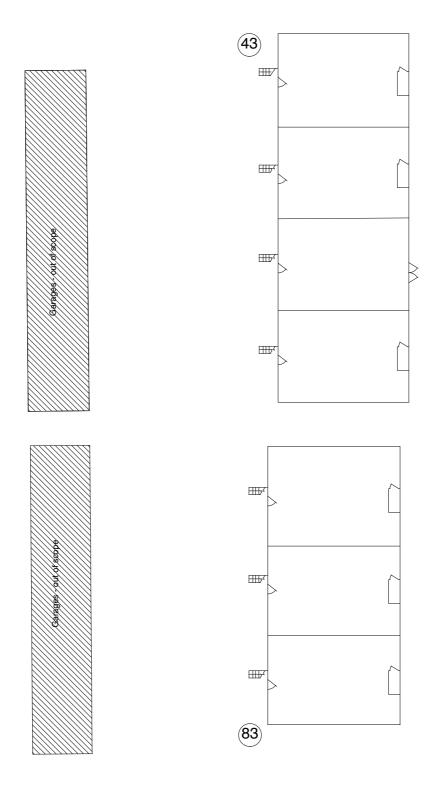
7. Appendix D Marked CAD Plans

These show all areas accessed, with each room given a unique number that is referenced throughout this report. Areas not accessed are hatched out or noted as such.

Sampled items and strongly presumed ACMs are marked on the drawing according to the legend and annotated using the Item ID number referenced in the Material Assessment, photo plates etc.



These plans should not be used alone to form the asbestos register, but must be used in conjunction with Appendices A and B.





Jan 2024 / Dec 2024 Budget

WEYDON LANE 43-83

43-83 WEYDON LANE, FARNHAM, SURREY, GU9 8UW, UNITED KINGDOM

Totals per Schedule

SCHEDULE	Total Am	OUNT
Estate		£23,939.00
	Total	£23,939.00



Estate

CATEGORY	Амоинт	
Health & Safety		£900.00
Asbestos Risk Management		£400.00
Health and Safety Risk Assessment		£500.00
Insurance		£7,687.00
Building Insurance		£7,564.00
Directors & Officers Insurance		£123.00
Maintenance		£3,000.00
General Repairs		£1,300.00
Grounds Maintenance/Gardening		£1,200.00
Pest Control		£500.00
Professionals		£6,352.00
Accountancy		£600.00
Company Secretary		£252.00
Management Fee		£5,500.00
Reserve Funds		£5,000.00
Reserve Funds		£5,000.00
Utility Bills		£1,000.00
Electricity Bills		£1,000.00
	Total	£23,939.00



Mrs S Partridge 49WL, 49 Weydon Lane Farnham GU9 8UW

26 June 2024

Dear Mrs S Partridge,

Re: 49 Weydon Lane, Farnham, Surrey, GU9 8UW

Please find attached your Application for Payment covering the period 01 January 2024 to 31 December 2024, together with a copy of your annual service charge budget.

Please ensure your account is up to date, If you have any queries regarding this, contact the accounts team on accounts@edgefieldestate.co.uk for assistance.

Your balance will appear on the statement of account included with these documents and you have 14 days from the issuing of demands to settle your account. However, if you are paying by monthly standing order, please ensure the amount is sufficient to bring your account balance to a zero balance before the end of December 2024.

If you have any queries or require any further information, please do not hesitate to contact us.

Kind regards, Edgefield Estate Management





Mrs S Partridge 49WL, 49 Weydon Lane Farnham Surrey GU9 8UW ISSUE DATE: 20 December 2023 PROPERTY: Weydon Lane 43-83 INVOICE REFERENCE:

PARTR001 DEMAND DATE: 01 January 2024

Application for Payment

Re: 49 Weydon Lane, Farnham, Surrey, GU9 8UW

Description	Value
Estate (4.761904% of £23,939.00 budget amount) for period 1 Jan to 31 Dec 2024	£1,139.95
Invoice Amount	£1,139.95

Total balance due within 14 days of Demand Date or Issue Date, whichever is later.

Payment may be made to:

Weydon Residents Association LTD, Suite 1a Victoria House, South street, Farnham , Surrey, GU97QU, United Kingdom

Bank Details:

Account Name: Edgefield Estate Management Farnham Limited re Weydon S/C

Account Number:

Sort Code.

When making a payment, please use INVOICE REFERENCE: PARTR001

Payment via Cheque

Please send all Cheques to Edgefield Estate Management address at **Suite 1A**, **Victoria House**, **South Street**, **Farnham**, **Surrey**, **GU9 7QU** and payable to Weydon Residents Association LTD, quoting your Unique Reference number on the back. Please do not send cash or post-dated Cheques.

Pursuant to the Landlord and Tenant Act 1987 sections 47 and 48 that your Landlord's name and registered address is WEYDON RESIDENTS ASSOCIATION LIMITED, Suite 1a Victoria House, South Street, Farnham, Surrey, GU9 7QU, England. registration number No: 01170156 and all notices (including notice of proceedings) should be served upon the landlord at their stated registered office address Suite 1a Victoria House, South Street, Farnham, Surrey, GU9 7QU, England.



Service Charges – Summary of Tenants' Rights and Obligations

- 1. This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in doubt about your rights and obligations you should seek independent advice.
- 2. Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- 3. You have the right to ask a "First-tier Tribunal (Property Chamber)" to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine

Who should pay the service charge and who it would be paid to; The amount; The date it should be paid by; and How it should be paid.

However, you do not have these rights where – A mater has been agreed or admitted by you; A matter has already been, or is to be referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; or a matter has been decided by a court.

- 4. If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
- 5. Where you seek a determination from a "First-tier Tribunal (Property Chamber)", you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. The total fees payable will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may also have to pay.
- 6. A "First-tier Tribunal (Property Chamber)" has the power to award costs, not exceeding £500, against a party to any proceedings where –

It dismisses a matter because it is frivolous, vexatious or an abuse of process; or It considers a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably. The Upper Tribunal has similar powers when hearing an appeal against a decision of a "First-tier Tribunal (Property Chamber)".

7. If your landlord –

Proposes works on a building or any other premises that will cost you or any other tenant more than £250, or Proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period.

Your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or a "First-tier Tribunal (Property Chamber)" has agreed that consultation is not required. Printed from Resident

- 8. You have the right to apply to a "First-tier Tribunal (Property Chamber)" to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease
- 9. You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must –

Cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or

Cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.

The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

- 10. You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.
- 11. You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.
- 12. Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a Court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.



Mrs S Partridge 49WL, 49 Weydon Lane Farnham Surrey GU9 8UW

Statement

49 Weydon Lane, Farnham, Surrey, GU9 8UW

From 01 June 2023 to 01 January 2024

Date	Description	Credit	Debit	Balance
20 December 2023	Service charge for the period starting on 1 Jan 2024 to 31 Dec 2024	£0.00	£1,139.95	£1,139.95
28 December 2023	SHEILA PARTRIDGE PARTR001 BGC	£1,139.95	£0.00	£0.00
	Totals	£1,139.95	£1,139.95	£0.00

Pursuant to the Landlord and Tenant Act 1987 sections 47 and 48 that your Landlord's name and registered address is WEYDON RESIDENTS ASSOCIATION LIMITED, Suite 1a Victoria House, South Street, Farnham, Surrey, GU9 7QU, England. registration number No: 01170156 and all notices (including notice of proceedings) should be served upon the landlord at their stated registered office address Suite 1a Victoria House, South Street, Farnham, Surrey, GU9 7QU, England.

