



Leaseholders Guide

**This guide contains important information
for anyone who has bought, or is thinking of buying,
a WDH leasehold property.**



Contents

| | |
|--|----|
| Introduction | 1 |
| Your lease | 2 |
| What is a lease? | 2 |
| Section 125 Notice | 2 |
| Your rights and responsibilities | 2 |
| Your statutory rights | 4 |
| Our rights and responsibilities | 5 |
| Right to sublet..... | 5 |
| Service charges..... | 7 |
| What are service charges? | 7 |
| What do service charges pay for?..... | 7 |
| Estimated service charges and actual cost statements | 7 |
| How are service charges calculated? | 8 |
| Payment methods | 8 |
| Payment difficulties | 9 |
| Insurance..... | 10 |
| Repairs and maintenance..... | 12 |
| Who is responsible for organising and paying for repairs? | 12 |
| How to report a repair we are responsible for..... | 14 |
| Carrying out your own repairs and servicing..... | 15 |
| WDH Services for leaseholders | 15 |
| Gas servicing | 16 |
| Carrying out your own improvements | 17 |
| Major repairs and improvements | 19 |
| When will major works be carried out? | 19 |
| Consultation | 19 |
| Tendering and contracts | 19 |
| Estate Management | 20 |
| Living in your home..... | 20 |
| Caretaker services for multi storey apartments..... | 21 |
| Grounds maintenance | 22 |
| Emergencies and fire safety in high and low rise apartments..... | 22 |
| How to prevent fires | 22 |
| Keeping you informed and listening to your views | 26 |
| Leaseholder forum..... | 26 |
| General consultation | 26 |
| Leaseholder Survey..... | 26 |
| Annual report | 26 |

| | |
|---------------------------------------|----|
| Other information..... | 27 |
| Privacy | 27 |
| Law relating to leasehold | 27 |
| Care Link | 27 |
| Useful contacts and information | 28 |

Introduction

This guide has been produced for leaseholders and gives information about the services we provide and what we expect of you as a leaseholder.

The information in this guide does not replace your lease agreement but offers you general guidance. It is not meant to give a full interpretation of the lease or the law. If you have any difficulties or a dispute arises, you should always refer to your lease. Your lease details all your legal rights and responsibilities for your individual property, which you agreed to at the time the purchase of your apartment was completed. If you have any problems or there is something you do not understand, you should get independent legal advice or contact the Leasehold Advisory Service (LEASE).

Your lease

What is a lease?

The lease is the legal agreement between you, the leaseholder (also called the Lessee) and WDH, the freeholder (also called the Lessor). The lease is an important legal document which sets out the rights and responsibilities of both parties.

The lease will clearly define the location and boundaries of your property, together with any garden and outbuildings, which may be included in the sale. It will also identify any shared areas and communal areas that you may be entitled to use.

For information on lease extensions please seek your own legal advice.

Section 125 Notice

Before you enter into your lease with us under the Right to Acquire or Preserved Right to Buy, you will receive an important document called a Section 125 Notice. The Section 125 Notice will:

- describe the property;
- provide you with a calculation of the purchase price we think you should pay;
- give you an estimate of the service charges; and
- give you an estimate of specific major repairs or improvement costs you may have to pay during the first five years, after completion of your purchase.

Your rights and responsibilities

You have rights and responsibilities as a leaseholder, as do we as the freeholder. The lease sets out the rights and responsibilities of both parties, which are summarised below.

You own everything within the four walls of your apartment including the floorboards and plaster to walls and ceilings. You will be responsible for repairs and improvements to items within your home, as summarised on pages 13, 14, 18 and 19. If you entered into a lease after 22 May 2018 you should note the following clause, contained in your lease:

The leaseholder must supply test certificates relating to electrical installations and any gas installations and appliances in line with appropriate regulations. WDH has rights to carry out testing or comply with recommendations made in default.

You will be required under the terms of your lease, to pay a service charge to cover the cost of repairs and renewals to the building and estate, communal areas and services provided.

We are the freeholder and own the building* which you live in and the grounds in which it stands. We have a legal duty to maintain and manage the building, the outside and inside communal and shared areas, shared fixtures and shared service installations. As a leaseholder you are responsible for paying your share of the cost.

*Except for Kirkgate Apartments which are held by us on a Head Lease for a term of 999 years.

As a leaseholder you have the right to

- Expect us to repair and maintain the block of apartments and any shared areas.
- Use forecourts, shared and communal areas and communal gardens around the block of apartments.
- Go onto adjoining property owned by us to carry out your responsibilities under the lease.
- Decorate the inside of your apartment. However, if you wish to make any alterations or improvements you must apply for permission from us. In some cases, you may also need planning permission or building regulation approval from the local authority.
- Sell the lease. However, if you wish to sell the lease in the first five years, you may need to repay some, or the entire discount you received and if you sell within the first 10 years you will need to give us the right of first refusal.
- Let your apartment to someone else. We request that you tell us, to make sure that we hold accurate information. This will ensure that you will receive any important information and not your tenant. You will also need to inform your mortgage lender if you decide to let your apartment.

As a leaseholder you have a responsibility to

- Pay the ground rent, all existing and future outgoings and the annual service charges as a contribution to the repair and maintenance, cleaning of communal and shared areas and equipment in and around the block in which your apartment is situated.
- Keep your apartment in good repair, decoration and condition, including servicing appliances and installations in line with current regulations.
- Maintain adequate contents insurance. Buildings insurance is arranged by us and the cost is covered within your service charges.

- Allow us to access your apartment to inspect and carry out any necessary works.
- Not use the apartment for any business purpose or trade.
- Not keep any animals or birds without getting our written permission. Please note that animals are not allowed at all in apartment blocks that have communal doors.
- Not put up or display any aeralials or signs or notices outside your apartment.
- Not assign part of the lease.
- Be aware and adhere to our Fire Safety Policy within shared areas.

Your statutory rights

In addition, as a leaseholder you have statutory rights, which give you the right to:

- information about us, the freeholder of the building, in most cases;
- seek recognition for a resident's association;
- information about the service charges and the right to challenge them;
- be consulted about any major works and long term agreements to carry out works to your apartment and / or the block of apartments;
- information about our / the freeholder's building insurance; and
- Manage the block of apartments in which your apartment is situated (see additional information below).

More information about these rights is available in **Residential Long Leaseholders - A guide to your rights and responsibilities**.

Right to manage the block of apartments

You and the other leaseholders in the block may qualify to take over the management of the block of apartments from us and manage it yourselves or appoint an agent to manage it on your behalf. This is known as the Right to Manage and is a group right rather than an individual right. Certain conditions need to be fulfilled, as follows:

- the block must contain two or more apartments;
- at least two thirds of the apartments must be held on long leases (over 21 years); and
- the group must set up a right to manage company.

The Right to Manage company must follow a set of procedures if it wishes to manage the block. You can get more information from www.gov.uk.

Our rights and responsibilities

We have the right to:

- Rebuild, restrict or develop any part of the block, shared areas and / or our land.
- Carry out any necessary works by giving at least 48 hours written notice. In an emergency, such as a water leak, this rule will not apply, and no notice needs to be given.
- Access your apartment for the purposes set out in your lease.

We have a legal duty to

- Ensure all high rise residential buildings of 18 meters or at least seven storeys adhere to the new standards set out in the Building Safety Bill. We will ensure you are consulted with, kept up to date with any information and are given the opportunity to engage with us to ensure the new building safety legislation is met.

We are responsible for maintaining and repairing

- The structure, foundations, roof, guttering, communal drains and external pipe work.
- Any communal services and any related machinery or installations connected with those services.
- Communal and shared internal / external areas including passageways, staircases, halls, landings.

We are responsible for

- Providing you with an annual statement relating to your service charges.
- Arranging adequate building insurance cover, the cost of which is covered within your service charges.

Right to sublet

You can rent out your apartment to someone else, but you will remain responsible for it. You must tell us the arrangements and give us an alternative correspondence address for you, as well as details and contact numbers for your tenants, in case of emergencies.

If you sublet your apartment and it contains any gas appliances, the Gas Safety (Installation and Use) Regulations 1998 apply to you and you are required to have an annual gas safety check carried out. You are also required to arrange for an electrical safety check to be carried out every five years. As a landlord you have a duty of care to your tenants and you must make sure that you comply with all relevant legislation.

Service charges

What are service charges?

The rights of leaseholders and the duties of their landlords relating to service charges are set out in legislation.

Service charges are not limited to day to day services. They include the recovery of costs for major works to the structure of the building and communal and shared areas of the block your apartment is in.

What do service charges pay for?

Service charges vary depending on the block which your apartment is situated in so you should consult your lease. In general, they cover services such as:

- caretaking and cleaning;
- communal electricity;
- lifts;
- buildings insurance;
- ground rent;
- repairs and maintenance;
- CCTV;
- grounds maintenance; and
- management fee.

Estimated service charges and actual cost statements

We will send you an estimated service charge invoice every year. The invoice will include all service and related charges for your individual apartment, for a 12 month period starting on 1 April, each year.

Once the financial year has been completed and our accounts have been externally verified and audited, we will produce your actual cost statement. This statement compares the actual costs of providing the services to you against the estimated costs included on your service charge invoice.

Where the actual costs are less than those estimated we will refund the difference to you, unless advised otherwise, by applying the relevant credit to your account.

Where the actual costs are greater than those estimated we will request payment of the difference from you by applying the amount to your account.

We have an obligation to provide you with an actual cost statement every year. It will be sent to you on or before 30 September each year.

How are service charges calculated?

The annual charge for the services you receive is calculated by adding up the estimated costs of the services provided, and dividing that, by the number of apartments in the block.

| | | |
|--------------|-----------------------------------|--------|
| For example: | Cost of service each year | £1,000 |
| | Number of properties in the block | 50 |

Calculation: $£1,000 \div 50 = £20$ each apartment, each year

If you disagree with the service charges you can:

- contact OneCALL on 0345 8 507 507 who will deal with your enquiry or transfer you to a member of the specialist team;
- email your enquiry to leaseholders@wdh.co.uk; or
- fill in and submit an online form on our website at www.wdh.co.uk.

If you are unhappy with the outcome and feel that service charges have been charged unfairly you can apply to the independent Leasehold Valuation Tribunal who will hear your case (there is a charge for this service). The Leasehold Advisory Service (LEASE) helpline number and website can be found in the 'Useful contacts and information' section of this guide.

Payment methods



- **Online**
Visit our website at www.wdh.co.uk and click on **Make a secure payment**.



- **Direct Debit**
Paying by Direct Debit means your service charge is paid directly from your bank or building society account. Most banks and building societies will do this free of charge as long as there is enough money in your account to cover the payment.

Direct Debit is very simple to set up. You can arrange it with us over the phone or fill in a form which we provide on request. We will then arrange for payment from your bank or building society. If you pay by Direct Debit we will send you a letter in March each year, informing you how much your new payment will be and the date it will be requested from your bank or building society.

We will always tell you about changes to your service charges. You can cancel Direct Debit arrangements at any time, but you will have to make alternative payment arrangements.



- **Automated phone payment service**

You can make a payment over the phone by calling 0344 902 0900, please make sure you have your debit or credit card details and reference number to hand.



- **Debit or credit cards**

You can pay your service charge over the phone, 24 hours a day, every day of the week. Simply call OneCALL on 0345 8 507 507 and have your debit or credit card details to hand. There is no charge for this service.



- **Post Office**

You can pay by cash, debit card or cheque, made payable to 'Post Office Ltd'. Remember to take your barcoded invoice with you. In line with data protection laws no balance will be shown on your receipt when a payment is made at the Post Office.



- **PayPoint**

You can pay at any retail outlet displaying the PayPoint logo by cash or debit card. Remember to take your barcoded invoice with you.



- **Standing Order**

Please contact your bank or building society to arrange payment by standing order. You must inform the bank every time the payment amount needs to change.

Payment difficulties

If you have any problems paying your service charges, get in touch with us straight away. As a leaseholder you have a responsibility to pay your service charges. We cannot waive service charges, but we will try to help you plan how you can pay. You should:

- contact OneCALL on 0345 8 507 507 who will deal with your enquiry or transfer you to the specialist team;
- email leaseholders@wdh.co.uk; or
- visit www.gov.uk or contact Jobcentre Plus to see if you are entitled to help with your service charges.

Remember, if you do not make payments, you will be in breach of the terms and conditions of your lease, which may put your home at risk.

Insurance

Buildings insurance

We arrange buildings insurance for your apartment. An insurance claim may be made if an insured peril causes loss or damage to the structure of the property, its permanent fixtures and fittings, the communal and shared areas or any communal services. Please see the [Summary of Cover](#). If you need a summary of cover specific to your property, please contact us.

What you must do

- Keep the parts of the apartment for which you are responsible in a good state of repair and take all reasonable precautions to prevent and minimise damage. Please tell us if you see any hazards in the shared areas of the building or its grounds.
- Report any claims following the process below.

Claims

In the event of a claim:

1. The police must be notified as soon as possible of theft or malicious damage.
2. Claims must be notified to our insurance provider immediately, or as soon as possible thereafter.
3. Full details and supporting evidence is to be provided within seven days for riot and malicious damage claims and within 30 days for all other claims.

To submit a claim, please contact Protector by:

- calling 0161 274 9077; or
- emailing claims@protectorinsurance.co.uk.

Tell Protector you are a leaseholder with WDH and quote policy number 1899856.

Other information on buildings insurance

- We (WDH) and individual leaseholders are jointly insured.
- If you have a mortgage, your mortgage provider may need to see proof of buildings insurance.
- The property will be insured for its full reinstatement valuation, which is the cost of returning the apartment back to its original condition following a loss. This figure is reviewed every year and is not the same as the market value.
- This insurance does not cover claims for loss or damage to the contents of your apartment or legal liabilities to third parties that you have as an occupier of the apartment. Please see the section on 'Contents insurance' below.
- If you rent your apartment out to someone else, you may wish to seek further independent advice on appropriate insurance cover.

Contents insurance

It is your responsibility to arrange adequate home contents insurance. It is **not** provided by us or included in the service charge you pay to us.

Contents insurance covers your household contents against loss or damage caused by events such as theft, fire and flood. It may also include cover for:

- accidental damage;
- your personal belongings when you are outside of your home; and
- costs of claims made against you which arise from the legal liabilities you have to third parties as an occupier of your property, for example, an escape of water from your property which damaged someone else's property.

We partner with RSA to offer a [home contents insurance](#) scheme. If you would like further details, please contact:

- OneCALL on 0345 8 507 507, email onecall@wdh.co.uk or visit one of our hubs; or
- RSA on 0345 671 8172 or email customerserviceshousehold@directgroup.co.uk

Alternatively, you may make arrangements with any other insurance company.

Repairs and maintenance

Who is responsible for organising and paying for repairs?



Your lease sets out in detail the responsibility for repairs for both parties and you should refer to this for further information. However, we are generally responsible for maintaining and repairing the structure of the building, communal and shared areas, systems and installations.

You are responsible for paying a proportion of those costs through your service charge.

| Repairs and maintenance - summary of responsibilities | | | |
|--|-----|----|--|
| Description of repair | WDH | LH | Exceptions |
| External and communal | | | |
| External structure, foundation, brickwork. | ✓ | | |
| All external doors including front doors to individual apartments. | ✓ | | Excludes glass unless it is a fire door. If so, please contact us. |
| Window frames, sills and fittings. | ✓ | | Excludes glass and internal sills. |
| Damp course proofing. | ✓ | | |
| Roofing, chimneys, guttering and down pipes. | ✓ | | Excludes chimney sweeping where applicable. |
| Communal drainage and water supply pipes. | ✓ | | Excludes pipe work within your apartment. |
| Rain and soil pipes. | ✓ | | |
| Communal hallways, stairs, lifts and balconies. | ✓ | | |
| Communal lifts and lighting in lifts. | ✓ | | |
| Communal bin areas. | ✓ | | |
| Communal drying areas. | ✓ | | |
| Communal TV aerials and communal satellite antenna. | ✓ | | |
| Paths, steps, fences, gates and garden areas. | ✓ | | |

| Description of repair | WDH | LH | Exceptions |
|---|-----|----|--|
| Lighting to communal hallways and stairs. | ✓ | | |
| External lighting to the building. | ✓ | | |
| Door entry systems and closed circuit television. | ✓ | | |
| Fire precautions, alarms and extinguishers. | ✓ | | |
| External decorations (communal). | ✓ | | |
| Internal - within your apartment | | | |
| Internal walls, ceilings and floors. | | ✓ | Excludes common areas, or joists which are shared between two or more homes. |
| Floorboards and coverings. | | ✓ | |
| Glass in windows and doors. | | ✓ | Unless it is a fire door. If so, please contact us. |
| Internal decorations. | | ✓ | |
| Kitchen fixtures, fittings, units and worktops. | | ✓ | |
| Bathroom fixtures, fittings, sanitary ware. | | ✓ | |
| Electric showers. | | ✓ | |
| Cookers, fires and fire surrounds. | | ✓ | |
| Tiling. | | ✓ | |
| Internal doors, door furniture and frames. | | ✓ | |
| Smoke alarms. | | ✓ | Unless communal |
| Frames, architraves and skirting boards. | | ✓ | |
| Wiring and circuitry. | | ✓ | Unless communal. Contact your utility company for supply issues. |
| Light fittings, fixtures, sockets, bulbs and fuses. | | ✓ | Unless communal. |
| Heaters and appliances. | | ✓ | |
| Central heating systems. | | ✓ | Unless communal. |
| Water tanks. | | ✓ | Unless communal. |

How to report a repair we are responsible for

It is important to report repairs to us as soon as you are aware of them. We can then arrange for the repairs to be carried out limiting the amount of damage or deterioration to your home. This is particularly important for defects, which may cause personal injury to you, your family or your neighbours, such as lighting on communal staircases, loose paving stones and potholes on land we own.

You can report a repair in the following ways.

- Email onecall@wdh.co.uk to report repairs that are not urgent. If your repair is an emergency or urgent, you should phone OneCALL for immediate attention.
- Phone OneCALL on [0345 8 507 507](tel:03458507507) to report repairs, 24 hours a day, every day.
- In person at one of our [hubs](#).
- Write to us at [OneCALL, WDH, Merefield House, Whistler Drive, Castleford, WF10 5HX](#) for repairs that are not urgent. If your repair is an emergency or urgent, you should call OneCALL for immediate attention.

Response times and categories

We prioritise repairs on whether they are an emergency or not. We will respond to emergencies within 24 hours. If it is not an emergency, we aim to carry out the repair within 28 working days.

You will be contacted by the tradesperson who will be doing your repair. They will take details of the work to be done and establish the most convenient time to do it. We will aim to complete your repair on the first visit.

When you report a repair, we will advise you if we believe the repair is your responsibility and you will have to find a suitable tradesperson to complete the work on your behalf.

If, when we arrive to do the repair, we believe the work is your responsibility you will be asked to approve the recharge before the work is done.

If, when you contact us for a repair, your service charge account is in arrears, you may be asked to speak to a member of our Finance team before the repair is ordered.

You should make sure you know where to turn off your gas, electricity or water supplies in an emergency, to prevent or limit any damage. You can record this information in the 'Useful information in case of emergency' section at the back of this guide.

If you call us out and the repair is not a genuine emergency, we will charge you the full costs of the callout.

Carrying out your own repairs and servicing

You are responsible for repairs in your own apartment. This includes the glass in your windows. You should make arrangements for someone to do repairs for you and must use a certified tradesperson if the repair involves gas or electrical works.

If you, or someone you have employed, are carrying out repairs inside your apartment you must make sure that no damage is done to communal areas or the structure of the building. You are liable for any damage caused to the building owned by us and would be responsible for the cost of putting it right.

You do not have the authority to carry out repairs or make any alterations or improvements in communal areas, such as landings, hallways, stairways or any other shared area. Work of this nature must only be carried out by us as you would not be covered by our insurance if you had an accident or caused damage. If you, your visitors or members of your household cause damage to the building or communal areas you will have to pay for the repairs.

WDH Services for leaseholders

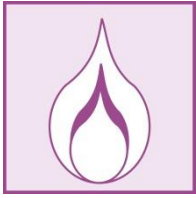
WDH offers a value for money service to meet some repair and service requirements that we are not responsible for under the terms of your lease.

WDH Services offers gas and electrical safety servicing, cooker installations and emergency burst pipe repairs. All work is completed by our reliable and highly skilled employees and is guaranteed.

You can access the service by contacting OneCALL. If your call is an emergency the advisor will tell you how much the callout will cost and take payment, which includes the first hour's labour. You will then be advised of and quoted for any further costs by the representative on site.

For more information you can email leaseholders@wdh.co.uk or, to arrange a free, no obligation quote phone OneCALL on **0345 8 507 507**.

Gas servicing



If you have a gas appliance installed in your apartment, whether it is a gas fire, cooker or a full gas central heating system (not communal) you are responsible for making sure that this is fully serviced, in line with gas safety regulations, and a Gas Safe registered engineer carries out the work. We may request evidence of work that has been carried out.

Please note if you purchased your own WDH tenancy from 22 May 2018, you have an obligation to provide an annual gas service certificate, (if applicable) and a five yearly electrical safety certificate to us as per your lease.



Faulty gas appliances which are not regularly maintained can become dangerous and can give off carbon monoxide. You cannot see, smell or taste this gas, but it can kill. There are around 50 accidental deaths in the UK each year, as a result of carbon monoxide poisoning from gas appliances. For your own safety you should not sleep in a room containing a gas appliance.

We can arrange for one of our Gas Safe registered engineers to carry out a service in your home at a competitive rate. Ensuring this work is carried out reduces danger to life, limb and property from gas leaks, explosions and carbon monoxide poisoning, and damage resulting from water leaks from associated pipework. It will also increase the efficiency of the appliance and help reduce running costs. If you would like more information contact OneCALL, visit one of our hubs or email leaseholders@wdh.co.uk

Remember

If you have sublet your apartment and it has any gas appliances in it, the Gas Safety (Installation and Use) Regulations 1998 apply to you. This means that as a landlord you have a duty by law to your tenants and you must make sure that a gas safety check is carried out every year and that your appliances are properly maintained.

We recommend using carbon monoxide detectors if they are installed.

These should be tested and serviced in line with the manufacturer's recommendations.

Carrying out your own improvements

As a leaseholder you have the right to improve your home, but you must gain our permission in writing before carrying out improvements, alterations or additions. This applies to adaptations, such as installing stairlifts, wet rooms and hoists. This is set out in your lease agreement and failure to gain written approval may affect the sale of the lease at a later date.

Some improvements may be an exception to this rule, detailed in the table below, and you should discuss these with us before you submit your application for permission and pay the administration fee.

| Description of improvement / alteration | Important information |
|---|---|
| Installing a new kitchen. | Please discuss with us before applying for permission and paying the administration fee as permission may not be required in some circumstances. |
| Installing a new bathroom. | Please discuss with us before applying for permission and paying the administration fee as permission may not be required in some circumstances. |
| Installing a new external door. | Please discuss with us before applying for permission and paying the administration fee. |
| Replacing glass in windows. | Does not require our permission if it is a like for like replacement. Otherwise, please discuss with us before applying for permission and paying the administration fee. |
| Replacing glass in fire doors. | Please discuss with us before applying for permission or carrying out this work. |
| Internal redecoration. | Painting and decorating does not require our permission. |
| Changing carpets and floor coverings. | Changing carpets and floor coverings does not require our permission. |
| Water meters | Please discuss with us before applying for permission or carrying out this work. |

To apply for permission you should fill in an Home Improvement or Alterations application form, which is available from our hubs, from OneCALL or can be downloaded from www.wdh.co.uk, detailing the work you wish to carry out and including payment of the standard administration fee.

We will not grant permission for the following improvements:

- fencing in open plan areas;
- hardstandings or garages on land within the curtilage;
- cavity wall insulation in two and three storey properties; or
- internal structural alterations which will affect the compartmentalisation of the apartment.

Please note if you apply for permission for one of these improvements, the administration fee you pay will not be refunded. Otherwise, we will not unreasonably refuse permission and if we do refuse, we will explain the reasons why.

If we approve your Home Improvement or Alterations application, it is your responsibility to get any planning permission, building regulations approval or any other permission needed before any work is carried out.

Some alterations may change the plans on your lease. If this is the case, you may need a Licence to Alter for alterations to the inside of your apartment or a Consent to Alter for any extension to the outside of your apartment. You are responsible for paying any related fees.

You will be in breach of the terms of your lease if you carry out work without permission and this may result in us taking action.

Major repairs and improvements

When will major works be carried out?

Major works will only be undertaken to blocks of apartments if they are:

- necessary for proper maintenance, improvement or modernisation;
- to maintain and preserve structural integrity and mains services;
- to comply with statutory requirements;
- of an urgent nature to ensure the safety and wellbeing of the building or its occupants; and
- considered to be reasonable.

Consultation

The Commonhold and Leasehold Reform Act 2002 introduced new requirements for the consultation of leaseholders. This procedure is called Section 20 consultation.

We will consult with leaseholders and seek your views before we carry out any major works where the costs exceed £250 for any individual leaseholder, or over £100 in any one year, or such amount prescribed in any new regulations, if we enter into a qualifying long term agreement for the provision of services. We will always tell you why we consider works or agreements to be necessary.

Tendering and contracts

We are keen to make sure that the procurement of all goods, services and works is conducted with openness, probity and accountability, and that it obtains value for money and the required level of quality and performance in all contracts that are let.

Tenders and contracts for work will be issued in line with our Financial Regulations and Delegation Framework, our Procurement Procedures, Homes England requirements and relevant legislation including, where necessary, European Union public procurement legislation.

We are committed to ensuring that all contractors, who carry out works and services on our behalf do so in a safe and compliant manner. Tenders will look to evaluate contractor's expertise and their approach to meeting the requirements of all statutory legislation, especially in relation to health and safety, equality and safeguarding.

Estate Management

Living in your home



Everyone is entitled to live in their home quietly and peacefully. You must not cause nuisance or disturb your neighbours. You must also make sure that anyone living with you, or visiting your home, behaves responsibly.

As a good neighbour please be considerate by:

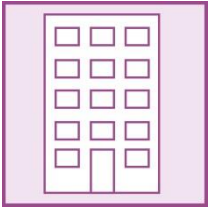
- keeping the volume of televisions, radios and stereos as low as possible, especially at night and early in the morning;
- using washing machines, vacuum cleaners and other noisy domestic equipment during the day and not at unsociable hours;
- trying to avoid installing fridges, freezers and stereo speakers against walls that divide you and your neighbour;
- carrying out work to your home during reasonable hours;
- giving us contact details of anyone who has a key to your home, so that we can make contact in the event of an emergency parking vehicles responsibly and respecting your neighbours' parking and access needs;
- not parking commercial vehicles, caravans, motorhomes, trailers or boats without getting our permission beforehand;
- returning your refuse bin back to its normal storage area when it has been emptied;
- controlling your children when they are playing outside your property; and
- making sure any visitors respect your neighbours and the area you live in while they are travelling to and from, and while they are in, your home.

If you have a balcony, you must:

- keep it clean and tidy;
- keep it free of anything that could be a danger to you, anyone who lives with you or your neighbours;
- not light fires, including barbeques on it;
- not feed birds or other animals from or on it;
- not throw any items from it; and
- not allow any animals to foul it.

Caretaker services for multi storey apartments

Caretakers



Resident caretakers live in one of the blocks of apartments that they look after, this may be a different block to your own. They are a point of contact for any enquiries you may have about our services and are normally on duty Monday to Friday from 8.30 am to 12 noon and 1 pm to 4 pm, but these times may vary locally.

Details of how you can contact your caretaker are displayed on the notice board situated in the main entrance to your block. If you cannot contact your caretaker, please phone OneCALL on 0345 8 507 507. Please remember that when caretakers are off duty they should not be disturbed. If the matter is urgent you should phone OneCALL. When your caretaker is on holiday, or is ill, a relief caretaker will look after your block. Please note that we may not be able to provide a full caretaking service at these times.

What your caretaker does

Your caretaker looks after the maintenance and cleanliness of your block of apartments, including communal shared areas and equipment. They will give advice on how door entry systems work, use of communal and shared facilities and disposal of bulky rubbish, as well as information on the local community.

Everyone living in your block of apartments has a duty to ensure the security, maintenance and cleanliness of the block. If you see anyone causing damage or misusing any communal or shared facilities, including rubbish chutes, lifts and corridors, or any spillages in communal or shared areas you should report it to the caretaker or contact OneCALL. In an emergency you should contact the emergency services.

Caretakers main tasks

- Cleaning communal and shared areas such as staircases, corridors and lifts.
- Checking communal lighting and replacing bulbs.
- Reporting any repairs needed to communal and shared areas or lifts.
- Management of waste disposal equipment and facilities.
- Making sure the building is safe and secure as far as is reasonably possible.
- Ensuring compliance with health and safety regulations.
- Liaising with residents and our employees to make sure specific local issues are addressed.
- Carrying out weekly fire inspections and directing any identified issues to the relevant department for appropriate action to be taken.

Your caretaker will, along with other tasks, control access to the roof and lift machinery, check fire equipment and signage, monitor grounds maintenance and window cleaning standards, litter pick round your block and supervise a cleaner where appropriate.

The costs of employing a caretaker are included in the service charge.

Grounds maintenance



If your home has communal and shared areas of land with landscaping, grassed areas, flower beds, bushes, hedges or trees, they will need work carrying out on them at regular but differing intervals. This work is called grounds maintenance. We are responsible for arranging and managing a contract for grounds maintenance to be carried out, to an agreed programme and detailed specification. You will be fully advised through the Section 20 consultation process of the renewal of, or any amendments to, the contract. A contribution towards the cost of this service is included in the service charge.

Emergencies and fire safety in high and low rise apartments

The caretaker is there to help and give advice in an emergency, if they are in the building, and will contact any friends or relatives for you if you want them to.

To prevent emergencies:

- Turn all taps and electrical appliances off before leaving your apartment.
- If you are going away on holiday, turn the water stopcock off.

How to prevent fires

- Never leave children alone. Keep matches and lighters out of their reach and do not allow children near cooking or heating appliances when in use.
- Be aware of vulnerable or older people and make sure they take sensible precautions.
- Do not smoke in bed. This is a major cause of fires in the home. Always make sure that cigarettes are stubbed out properly, preferably in a container with water in the bottom.
- Candles are naked flames, never leave them unattended. Make sure you put candles and incense sticks out fully before leaving them unattended or at night.
- Chip pans are another major source of fires in the home. Avoid the use of chip pans and consider using a deep fat fryer instead. Never fill chip pans more than one third full. Never leave the pan unattended. Do not use a chip pan if you have consumed alcohol.

If you do have a chip pan fire:

1. Call the fire and rescue service on 999 immediately, or as soon as it is safe to do so.
 2. Do not take risks.
 3. Never move the pan.
 4. Turn off the heat if it is safe to do so.
 5. Never use water, or wet towels, on chip pan fires, as this will cause a fireball.
 6. Have a clear escape route, leave the apartment and close doors and windows as you leave.
- Have any portable heaters serviced every year. Make sure they cannot be knocked over and keep them away from furniture and furnishings. Make sure nothing can fall on to the heater. Please note, portable gas appliances are not allowed.
 - Before going to bed, switch off all electrical appliances, except those which are designed to be left on such as DVD recorders. Carefully remove plugs from electrical sockets. Check ashtrays for burning cigarette ends and make sure smoking pipes are fully put out. Close all internal doors. Check there is nothing blocking the hallway or front door.
 - Do not place hot or burning items into the waste disposal chutes or rubbish bins.
 - Do not place any large items of furniture or rubbish outside your apartment or outside the bin rooms. Removal of large or bulky items can be arranged through the local authority refuse collection service. Visit [Request a bulky collection](#) or phone Wakefield Council on 0345 8 506 506.
 - The use of portable gas heaters or BBQs within properties or on balconies is strictly prohibited.

Fire safety

Your building has been designed and built with fire safety in mind.

- We carry out annual fire safety checks to all residents in high rise apartments regardless of tenure.
- Walls and doors between apartments, stairs and corridors are specially designed to resist fire and stop the spread of smoke. When not in use doors must always be kept closed.
- The lift system has been designed to enable firefighters to use it in an emergency. Lifts are not available for residents use in emergency fire evacuations.

- Roads and other areas outside are designed to enable emergency vehicles to get as near as possible to the building and the dry riser inlet. Do not block or stand on the access road to the main entrance in an emergency.

Where dry risers are provided in your building, these will be used by the Fire Service if a fire breaks out in the building. You must not tamper or interfere with or block these outlets as this will compromise yours and others safety.

In the event of a fire, do not assume someone else has reported it, call 999 immediately.

Do not block your escape route

- Remember, when you share a building with other individuals and families, your safety and theirs depends on everyone cooperating and acting responsibly.
- In your own home, do not block your hall or put portable heaters or anything that catches fire easily there. It is the only escape route for you and your family.
- Do not place any personal items, including mobility scooters, in common areas including bin rooms, meter cupboards and stairways. Both us, as landlord, and you, as leaseholder, have a responsibility to ensure these areas are free of combustible materials.
- We will carry out regular inspections of common areas to ensure fire safety is maintained.

What to do if fire breaks out in your apartment

- Alert all other people in your apartment.
- Leave the apartment immediately, close doors and windows as you leave if it is safe to do so. Make sure you close the entrance door to your apartment.
- Do not tackle the fire yourself unless it is safe to do so.
- Do not use balconies as an escape route.
- Call the Fire Service on 999. This is a free service and you will not be charged for the call, from your mobile, a landline or a public phone box.
- Leave the building using the stairs, do not use the lifts. Wait for the Fire Service near the entrance, if this is safe, so you can then advise them where the fire is in your block.

If fire breaks out elsewhere in the building

- It will normally be safe for you to stay in your apartment. If your apartment is affected by heat or smoke from elsewhere in the block, leave immediately, closing all windows and doors behind you.
- Keep low to the floor as there will be less smoke and visibility will be better.
- If you are unable to leave your apartment due to smoke in the corridors, you should block the bottom and surround of your door with wet cloths, move to a window furthest away from the door and try to raise the alarm.

Smoke alarms save lives!

- A smoke alarm is a warning device that detects smoke at the earliest stages of a fire and sounds a piercing alarm to warn you if a fire occurs in your home. Many people killed in house fires are asleep at the time. A smoke alarm will wake you up and give you vital extra time to escape.
- Smoke alarms are fitted in most apartments. It is strongly recommended that you have them fitted if they are not already installed.
- You should test your smoke alarms each week to make sure they are working properly. Never remove the batteries unless you are replacing them. Gently vacuuming the outside of the smoke alarm every six months will help to make sure dust does not affect its ability to detect and warn you of a fire.
- Remember your actions can affect the safety of others in the building. Please follow the advice and instructions in this guide.

Do not interfere with smoke alarms – they can help save lives and give you vital extra time to escape.

To arrange a free Home Fire Safety Check call Freephone 0800 5 874 536.

Keeping you informed and listening to your views

Leaseholder forum

Every year we hold a forum specifically for leaseholders. As one of our leaseholders, you will receive an invitation to attend. The forum acts as an information point, for us to keep you informed on changes to our policy and let you know how you can get involved. It also gives you the opportunity to raise your views and have your say in developments affecting you and your local community.

General consultation

We will keep you informed on any issues, which directly affect you or the block of apartments you live in. It is important we have up to date contact details for you so please inform us of any changes.

Leaseholder Survey

It is our commitment to provide excellent services to all our leaseholders. Each year we will carry out a leaseholder survey, specifically designed to assess your customer satisfaction as a leaseholder. This provides us with valuable feedback on the services we provide for you and identifies areas of improvement, as part of our continuous improvement process.

Annual report

Each year an annual report is produced that reflects activities for the previous year, including how we are doing in terms of performance and finance.

Other information

Privacy

Please see our Privacy Notice.

Law relating to leasehold

The main Acts of Parliament covering leasehold tenancies are:

- Housing Act 1985.
- Housing Act 1996.
- Housing Act 2004.
- Landlord and Tenant Acts 1985 and 1987.
- Housing and Planning Act 1986.
- Leasehold Reform Act 1967.
- Leasehold Reform, Housing and Urban Development Act 1993.
- Commonhold and Leasehold Reform Act 2002.

Copies of these Acts are available from public libraries or from Her Majesty's Stationery Office (HMSO) at www.legislation.gov.uk

Care Link

Care Link is a personal emergency alarm and support service, which is available 24 hours a day, every day of the week. It provides peace of mind and support to older and vulnerable people so that they can live independently, safely and securely in their own homes.

Care Link offer a range of chargeable packages and services, to suit individual needs. The services are available to anyone, regardless of the tenure or type of home they live in, as long as there is a working, modern style phone socket and 13 amp electrical socket in the property.

For more information about Care Link, or to arrange a free demonstration, phone **01977 788000**, or email carelink@wdh.co.uk

Useful contacts and information

Advice and information

The Leasehold Advisory Service (LEASE)

Address: Fleetbank House, 2 - 6 Salisbury Square, London, EC4Y 8JX

Phone: 020 7832 2500

Website: www.lease-advice.org

Wakefield Council's Housing Advice Team

Post: Queens House, Queens Row, 8 Market Street, Wakefield, WF1 1DF

Visitors: Queens House, Queens Street, Wakefield, WF1 1JR

Phone: 01924 302085

Email: housingneedsservice@wakefield.gov.uk

Website: www.wakefield.gov.uk/housing/options/housing-advice

Citizens Advice, Wakefield District

Address: 27 King Street, Wakefield, WF1 2SR

Phone: 0808 812 7134

Website: www.wakefelddistrictcab.co.uk

Wakefield Council

Please call the Customer Service Centre on **0345 8 506 506**, 24 hours a day, every day, for all general council enquiries.

For general enquiries about council tax and benefits please call Council Tax and Benefits on **0345 8 504 504**, during office hours.

For enquiries about health and social care issues please call Social Care Direct on **0345 8 503 503**, 24 hours a day, every day.

Difficulty with hearing - Typetalk calls welcome

From a textphone dial **18001 0345 8 503 503**

From a phone dial **18002 0345 8 503 503**

Useful information in case of emergency

In an emergency it may be helpful to have the following information.

Gas (smell or leak)

Call the national gas emergency number immediately on **0800 111 999**.

Turn the handle at the meter to the apartment (horizontal) position.

Your gas meter is _____

Electricity

Call Northern Powergrid (Yorkshire area) on **0800 375 675** or **105**.

Turn the mains switch on the consumer unit (fuse box) up to the off position.

Your fuse box is _____

Water

Call Yorkshire Water on **0345 1 242 424** if you have no water supply.

Turn the mains stop tap to the right (clockwise).

Your water meter is _____

**If you need this document in another format
please contact us**



0345 8 507 507 (Text Relay calls welcome)
calls to OneCALL may be recorded for training purposes



communications@wdh.co.uk



Vision

to create confident communities

Mission

to inspire, transform and promote excellence

Values

to be creative, inclusive and work with integrity

www.wdh.co.uk

Published: November 2019

Updated: November 2024

delivering promises, improving lives