



Residents Handbook

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1 Introduction

Knole Road was originally built as Marine Mansions in 1893. Often referred to as 'The Grand Old Lady of Bexhill', it is certainly the most beautiful on the seafront, as well as being one of the two most significant buildings in Bexhill. Inevitably, given the age, proximity to the sea, the prevailing winds, and the winter weather, it needs a great deal of looking after. This is reflected in the fact that most of the service charge allocation goes on maintenance requirements and that most of the meetings of the Board of Directors are dominated by discussions of maintenance issues. We who live here are very lucky and all of us need to play our part if the building and our assets are to be properly looked after and hence this handbook.

The handbook has two main purposes. The first is to provide helpful information for all Owners and Residents. The second is to set out the various policies and procedures we all need to abide by if the building is to be well maintained and to give due respect to our neighbours. Much of the handbook merely reflects what is to be found in our leases, which were written in a different era, and to give an updated interpretation based on how the building is used today, including updated legislation. All of it is common sense and none of it is intended to be intrusive or prevent people from enjoying their time at Knole Road. Part arises from the legal duties placed on the Board of Directors to ensure that, as far as it is possible and reasonable, nothing is done which threatens the safety of the building and its Residents.

The policies and information in the handbook have been put together by the Board of Directors of Knole Road Flat Owners (Bexhill) Ltd in accordance with the authority afforded by the Company Memorandum and Articles of Association and taking into account the contents of the leases, the Landlord and Tenant Act 1985 (as amended) and other relevant legislation and government advice.

2 The History of Knole Road

Knole Road, or Marina Mansions as it was originally called, was built between 1893 and 1896 as part of the development of Bexhill as a seaside resort by Gilbert Sackville, the Lord Canteloupe, later the 8th Earl de la Warr. The southern elevation of the twenty gables that form the building were modeled on the Queen Anne Dutch style influenced gables to be found at Knole House in Kent. Even the villa style steeped gables on the north elevation reflect the similar run of villa gables at the rear of Knole House. The building was set as summer residential accommodation for the “season” as the 8th Earl set the town as a fashionable resort targeting the upper middle classes. The first mixed bath took place on the beach opposite, and the first motor race in the country was held on Galley Hill in 1902.

The whole area around Knole Road, including the green square that is now the home to the bowling club, was originally part of a pre-planned development to create a garden square. The street names reflect the origins of the development: Knole Road after the family home in Kent, Brassey Road after the family name of his wife and Canteloupe after one of his titles.

Before the First World War and up until the 1930s the building was used as a mixture of small hotels, nursing homes and a number of family houses occupied the gables. In 1912 a retired Admiral occupied one of them. In 1910 a suffragette, Clara Morden lived for many years in the building. The sea air was deemed a cure for tuberculosis and Stonehaven Court was a hotel that catered for sufferers.

The famous “Bexhill Hydra Hotel“ was to be found in today’s Berkeley Mansions gables and was a health spa with Residents taking sea water remedies. During the 1930s and the early years of the Second World War a number of individual flats started to be created with a resident caretaker. In 1940 even a dance school is recorded in the telephone directory. After the war, the number of flats gradually increased, and the number of hotels reduced. By 1970 Hartley Court contained the remaining hotel while the remainder of the gables contained the flats that they do now.

The Second World War saw many of the towns on the south coast caught up in the blitz. Bexhill was bombed on fifty one occasions as it was often on the Luftwaffe's flight path to and from London. The German planes were unloading any bombs they had left over to make a speedier return across the channel. Knole Road was hit in September 1940 and the two Knole Court gables were largely destroyed with the bomb falling on gable 6 (the easterly of the two gables).

Carlton Court was also struck by an incendiary bomb and badly damaged. The gables were not fully restored until the late 1950s, early 1960s with the two entrances of Knole Court replaced in a 1950s style that broke the symmetry of the northern elevation. These were restored to the original style of 1893 in 2016 as the final part of the refurbishment project of the northern elevation undertaken by KRFO between 2013-2016. The overall project was 'Highly Commended' as the runner up in the main category of the 2017 East Sussex Heritage Awards.

Matlodge Limited, a property and development company bought the freehold of the apartments in the 1970s. Concerned about the way the historic features of the building were being eroded, a group of Residents secured Grade 2 listed status for all the gables with English Heritage on 24th May 1990. For anyone interested in the listing the reference number is 1044256. The following year the Residents bought out the freehold from Matlodge and established KRFO (Knole Road Flat Owners (Bexhill) limited). The official incorporation of the Company took place on 6th September 1991 with the first full meeting of the Board of the new Company held on 19th September 1991.

The first few years of the Company's existence were fraught with difficulty and with internal disputes of one kind or another. The result was that maintenance was largely reactive rather than programmed, the listing was not always respected as it should have been, and the general condition of the building continued to deteriorate. Since 2010 successive Boards have focused their efforts on undoing the neglect, introducing a proper program of routine maintenance, and gradually restoring this beautiful historic building to its former glories.

3 Organisation and Management of KRFO

3.1 Background

Knole Road Flat Owners (Bexhill) Limited, KRFO was set up in September 1991 by the Residents, as a private limited Company in order to take over the management of the then 79 leasehold flats and caretakers flat. As a result of the conversion of the old boiler room into a flat and the sale of the lease on the caretakers flat the Company is now responsible for looking after 81 flats.

3.2 The Board of Directors

KRFO is a not-for-profit Limited Company with a Board appointed to oversee the management of the building. The responsibilities of the Board are set down in the Companies Act 2006.

The Company Memorandum and Articles of Association state that the Board of Directors must consist of a minimum of 2 Directors and a maximum of 9. In recent years, apart from short periods, the Board has tended to consist of 3 to 5 Directors.

Because of the small size and part time nature of the in-house team (see paragraph 6 below) Board members are expected to take on particular responsibilities, depending on their experience and interests, in addition to their general duties as a Director.

Board Meetings are held approximately every six to eight weeks. Each meeting is usually based around the discussion of reports covering finance, maintenance, legal and health and safety matters with other less regular items submitted for the agenda by Board members including the Company Secretary, Managing agent and Service Manager.

The KRFO Directors handbook covers their duties and responsibilities as laid down in the Companies Act 2006 as well as the particular organisation, procedures and policies of the KRFO Board. The position of Director doesn't afford any preferential treatment or monetary benefit and consumes a large amount of the individuals time, effort and attention. One of the most important tasks of the Chair is to recruit appropriate people to the Board. The most important qualifications needed are enthusiasm and common sense, the ability to make balanced judgements and willingness to be an active team member and ability to be available to support the Company and building often with little to no notice.

3.3 The In-house Team

The salaried in-house team created by the Board consists of a Service Manager and Cleaner. KRFO has an onsite office which is used by the Managing Agent's representative when they attend the building weekly.

3.4 The Maintenance Team

Major works are always put out to competitive tender. Many of the general maintenance works are managed by a preferred contractor, and preferred specialists. Their familiarity with the building and its idiosyncrasies means that they are adept at assessing problems and thus reduce the cost and management time required for the works.

3.5 Maintenance Management and Priorities

The cost-effective maintenance of the building is one of the most important tasks of the Board. The Board is responsible for the production of an operational plan. This specifies a programme of regular, preventive maintenance. Over time, this is intended to ensure that the risk of large-scale structural and other problems are avoided, and the overall health of the building improves.

The maintenance work carried out during the last five years or so, combined with the introduction of the preventative maintenance programme has not only undone years of neglect but has also significantly reduced the number of maintenance issues brought to the attention of the Board by Residents. When they occur, these are dealt with on a case-by-case basis depending on the urgency of the problem and the availability of funds.

3.6 Professional Advice

The Company retains the use of specialist professional advisers for use when necessary. These include:

Managing Agents:	Fitch Taylor Johnson
Solicitors:	Cripps for legal advice and representation
Solicitors:	Gaby Hardwicke for lease extensions
Accountants:	GMP
Surveyors:	Southdown Surveyors

3.7 Annual Budget and Service Charges

Service charges are the charges paid by flat Owners to cover the cost of regular maintenance and management of the building, and parts of the “cyclical maintenance” programme. They are administered by the Managing Agents (see above).

Service charges are levied quarterly in advance in four equal instalments on 29th September, 25th December, 25th March and 24th June. The amount that each flat pays is a percentage of the overall budget. The percentage is laid down in each leaseholder's lease. To ensure proper control of the budget, KRFO and its managing agents (FTJ) operate a disciplined collections regime. There are five key areas of expenditure covered by the service charge:

- Regular maintenance
- Cyclical maintenance items under £10,250
- Contingencies to cover unforeseen costs
- Managing agent fees
- Insurance
- Staff

3.8 Regular Maintenance

The service charge covers largely predictable expenditure that varies minimally year on year. A significant part of the service charge is consumed by minor/regular maintenance tasks, and a number of the planned-for cyclical tasks that do not exceed a specified cost barrier of £10,250.

Day-to-day management and minor/regular maintenance tasks.

This activity covers spending on individual items that may include (but are not restricted to):

- Cleaning
- Repairs to communal locks, doors, woodwork, paintwork
- Salting paths
- Pressure washing steps
- Replacing fire alarm batteries
- Loft management
- Repairs to glass panes
- Minor damp ingress prevention
- Limited redecoration
- Balcony maintenance
- Garden expenses

These items are monitored and coordinated by our Managing Agent: Lynne Maguire-Wheatly and our on-site Service Manager: Tim Quinn. They – like the Board – are well aware that when smaller repairs are left unattended, they can frequently escalate into substantial problems requiring significant sums to fix. It is our responsibility to be attentive to concerns, and to act pre-emptively to avoid major issues as far as possible.

We thus have a formal schedule of inspections/repairs, seasonally timed as appropriate: roof, wall, guttering clearance (using a cherry picker and drone in autumn and spring); fire alarm testing; informal weekly loft-space checks; and additional spot-checks after exceptionally severe weather. An in-depth inspection is completed with both the Managing Agent and the Service Manager monthly.

3.9 Maintenance Tasks Costing Under £10,250

Maintenance tasks falling within the service charge are those works that need to be undertaken at a regular interval (usually every five years) to maintain the health and integrity of the structure. In accordance with “Section 20” legislation (see below) £10,250 is the maximum sum that we can allocate to any such works without completing the S20 process (unless it is an emergency). They include balcony repairs, flat roof repairs, repointing.

3.10 Contingencies

The service charge budget also contains allowances/contingency provisions for larger works that may arise owing to unforeseen issues (for example, storm damage to roof tiles causing water ingress). This is a sensible, precautionary component in the budget.

The Strategic Plan and its updates give forward projections for the overall budget, and the likely allocation of expenditure. This is reviewed at the end of each financial year in parallel with the review of the maintenance programme. The move to a rolling preventative maintenance programme and the reduction in unexpected service charge demands has enabled the Company to move to a system of standardised annual service charges.

3.11 Company Accounts

The Company has a separate Company account that is funded by the ground rents and income from lease extensions, and grants. This account covers items such as Directors’ insurance, legal expenses, and Company costs such as the AGM and the office.

3.12 General Matters

(Set out in alphabetical order)

3.12.1 Access to Flats

Residents are required by their leases to allow the KRFO Board and/or its representatives access to their flats. With the exception of emergencies, such access will always be requested with a minimum of 48 hours’ notice. Examples of why access maybe required are:

- To enable Surveyors and Tradesmen contracted by the Board to carry out essential repairs and maintenance to the structure and fabric of the building.
- To enable the Company to confirm that no hazard or risk is present to the property or adjoining properties.
- In the event of emergencies such as fire or flooding to enable the appropriate service or Tradesmen to deal with the problem as quickly as possible.

To enable access to flats in the absence of Residents, especially in the case of an emergency, it is suggested that a set of keys should be held by the Company. Please ensure that in the event of locks being changed an up-to-date copy is lodged with the

office. All keys are kept in a safe and secure environment.

3.12.2 Aerials (TV and Otherwise)

The listed status of the building means that it is not permitted to attach TV aerials or satellite dishes to the fabric of the building.

3.12.3 Alterations to Flats by Residents

The permission of the Board must be sought in writing in advance of any work commencing which involves any alterations other than normal redecoration. Plans should be submitted to the Board showing the detail of the proposed work. Where period features such as cornices, fireplaces or any other period fixtures are involved, the changes are unlikely to be approved. This is because the interior and exterior of the building has a Grade 2 listing. Should work be carried out without the Board's consent a breach of the lease covenants will have occurred, and the Company would then seek to take measures to reverse any damage to the building. The Board has a legal duty to protect the listed status of the building as well as ensure that any such work will not endanger the health and safety of other Residents.

Once your plan is approved by the Board, you will need to submit a formal Planning Application to Rother District Council and the listing department. Your plans will be viewed by the Heritage Officer who may query individual items, may request changes to proposed alterations, and may wish to make a visit to the property before giving approval. Please be aware that obtaining planning permission can be time-consuming (owing to the way in which the office prioritises workload): three to six months is not uncommon. Please feel free to contact a member of the Board to discuss: we have experience of applying for permissions and can walk you through the process at info@krfo.co.uk

3.12.4 Annual General Meeting (AGM)

The Company AGM is usually held in late summer. It enables the Board to report on the activities of the previous year and Shareholders and Residents to raise matters of concern. Please note the following items:

- The quorum required is at least 24 members of the Company present in person or by proxy. A member of the Company is a registered shareholder.
- Anyone wishing to bring a matter up formally under 'Any Other Business' must submit it in writing to the Company at least 48 hours and preferably a week in advance of the AGM. This is best done by sending an email to info@krfo.co.uk
- The majority of resolutions put forward at the AGM are 'ordinary resolutions' which only require a simple majority of those members of the Company present in person or by proxy in order to be passed. For matters such as amending the Company Articles of Association a 'special resolution' is needed. To be passed, a special resolution requires a majority of 75% in favour and not more than 10% in disagreement.

- Although all Residents are encouraged to attend the AGM, only those who hold shares in the Company are entitled to vote.

3.12.5 BBQs

BBQs are not allowed in any part of the building on the balconies or north and south gardens for safety reasons – principally the danger of setting fire to the building.

3.12.6 Cleaners

The Company cleaner is responsible for cleaning the communal hallways. They will remove domestic rubbish sealed in bags of manageable size if it is placed in the downstairs area by the main door (Monday to Friday). They will not remove rubbish placed immediately outside your flat door. We strongly suggest that Residents in the ground floor flats do not leave their rubbish bags outside their front doors. As we have seen in the past, seagulls and foxes will rip open the refuse bags.

3.12.7 Common Areas

Care of the common areas in each block is the responsibility of the Company. However, Residents are requested to keep them free from obstructions because they provide the main escape routes in the event of fire. There is no smoking permitted in the common areas.

3.12.8 Communication

The Board encourages active and frequent communication with Residents about their concerns. The quickest way to communicate is through our Managing Agent FTJ at eastbourne@ftjresidential.com for maintenance matters, service charge and payment queries, general queries or to make an appointment. For Company related matters please send an email to info@krfo.co.uk

3.12.9 Company Accounts

A financial statement is reviewed at every Board Meeting and the Company accounts are published to all Residents and are submitted to Companies House annually.

3.12.10 Company Office

The Company Office is to be found at 5A Carlton Court. The office is attended by the Managing Agent's representative on Wednesday usually from 11:00am until 14:00pm.

3.12.11 Complaints and Concerns

Any complaints or concerns Residents may have, whether about some aspect of the performance of the Company, one of the Directors, should follow the complaints procedure (which can be found on the website www.krfo.co.uk) and should be directed in the first instance to the Managing Agent's representative. If the complaint concerns the Managing Agent's representative or actions of the Managing Agent, a written complaint should be lodged with the Board at info@krfo.co.uk

3.12.12 Damp

The Company is responsible for dealing with all damp arising from the external fabric of the building. The cost of repairs arising from damp caused by the actions, accidental or otherwise of Residents, is their responsibility.

3.12.13 Debts and Debtors

We rarely have problems with debtors. Our procedure is as follows:

- Payments should be made within 14 days of the statement date. If the full payment has not been made by that date, FTJ then send out a first reminder requesting payment within a further 14 days.
- If no payment has been made within 14 days of the first reminder, FTJ then send out a second reminder with a late payment charge of £45.
- If payment is not made within seven days of the second reminder, it triggers a third reminder and an additional charge of £55.
- Finally, if the third reminder is ignored, FTJ levy another late payment charge of £85 and pass the matter to a solicitor.

3.12.14 Decoration, Maintenance and Cleanliness

As guardians of the freehold of Knole Road and of the wider interests of all the members of the Company, the Board has the right to expect that Residents will keep their flats properly decorated, cleaned and maintained as per their leases. Most leases contain the provision that Shareholders should redecorate every seven years.

3.12.15 Duplicate Keys

The Company requests that Residents should deposit a set of duplicate keys for their flats with the Company, in order to enable entry in their absence in event of repairs or an emergency. (Access unless an emergency will always be made with the leaseholder's express permission).

3.12.16 Emergency Contacts

The Knole Road emergency contacts for gas, electricity and plumbing are posted in the communal entrances.

3.12.17 Emergency General Meetings (EGMs)

EGMs may be called by the Board or by any group of Shareholders with at least 5% of the share value of the Company when there is an issue that cannot wait for the AGM and requires a meeting of the Shareholders and Residents. Thereafter the procedures are the same as for an AGM.

3.12.18 Expenditure Priorities

The Board of Directors has the task of establishing expenditure priorities. In doing so it has to balance a number of competing needs/expectations. We seek to ensure that service charges are reasonable and as far as possible, that they keep to a predictable level. This includes but is not limited to: making sure that all legal health and safety requirements are met (e.g. fire safety and the safety of the lifts); carrying out an effective programme of preventative maintenance; implementing major restoration and repair projects; responding to the demands of unplanned emergency maintenance.

The Board will always seek to respond to the maintenance problems of individual flats in a timely manner. However, given these competing priorities, safety and emergencies excepted, the Board cannot always respond with the dispatch that it would like.

3.12.19 Fire Safety

Knole Road is an old building and thus vulnerable to fire. In view of this the Board of Directors had a detailed risk assessment carried out in 2024. The main responsibility of the Board is to ensure the safety of the common areas, but it also has a responsibility to ensure that Residents and flat Owners take reasonable precautions by meeting the requirements listed below.

3.12.20 Residents, Flat Owners and Fire Safety

Residents are requested to avoid storing flammable liquids and gas containers in their flats and to ensure that the electrical installations (e.g. wiring, sockets and fuse boards) and appliances meet current safety standards. All Owners who rent out their flats must provide a copy of their current gas and electricity (ECIR) safety certificates to the Company Office. The loft areas have also had proper fire doors installed to prevent fire travelling from one gable to another and to ensure that the lofts can provide an additional escape route for Residents.

3.12.21 Emergency Lighting

Emergency lighting has been installed in all the common areas to facilitate emergency evacuation in the event of fire, as well as the loft spaces.

3.12.22 Floor Coverings

The age of Knole Road means that noise can travel more easily than in modern buildings. Please be conscious of this: rugs and carpets are ideal for muffling sound, but if you have wood floors, please be mindful of the need to minimise noise.

3.12.23 Gardens

The gardens are available for use by all, but please remember to respect the privacy and the quiet of those who live directly adjacent to them. Please note, the gardens are a communal asset, entirely shared, and do not “belong” to the Residents occupying those parts of the building that they immediately adjoin. Dogs are only permitted in the garden when on a lead, once a pet licence has been granted. A garden company on contract to Knole Road maintains the gardens on a regular basis.

3.12.24 Ground Rent

Ground rent is charged, payable in advance at a set rate for the particular flat as indicated in the lease and is levied with the quarterly service charges. This is shown on the quarterly charge as a separate line item.

3.12.25 Insurances

The Company is responsible for insuring the structure and external fabric of the building. Residents are responsible for insuring their own property contents, fixtures and fittings, for protecting against accidental and other damage within their flats and for their own third-party liability.

3.12.26 Laser Keys

All the gables have laser keys for the main entrances. Spares are available from Tim our Service Manager. Replacements currently cost £20 and can only be purchased by the

shareholder

3.12.27 Lease Extensions

It is the responsibility of the flat Owner to ensure their lease has enough years remaining. The cost of extending the lease dramatically increases when the term becomes 80 years or less (this is called the “marriage date”) and is not set by the Company, but by the UK government.

Whether the date is above or below the marriage date, the leaseholder wanting to increase the term of their lease, needs to cover the costs of both solicitors (KRFO use Gaby Hardwicke) and any other associated fees (including the survey if a formal extension is chosen).

If you have more than 80 years remaining, you can apply for either a formal or informal lease extension. With a formal extension, the term will increase by 90 years on the current term and will need a survey to ascertain the premium for the extension. Informal extension is at a cost of £200 per additional year and there is no limit or minimum to the amount of years you can extend.

If you have less than 80 years remaining, you can apply for either a formal or informal lease extension. With a formal extension, the term will increase by 90 years on the current term and will need a survey to ascertain the premium for the extension. Informal extension costs £350 per year extended and must be for a minimum of 120 years remaining on the lease after the extension.

Please note the informal route is always at the discretion of the KRFO - Board. Anyone wanting to extend their lease should reach out to the Company at info@krfo.co.uk to discuss this further and we will happily help out.

3.12.28 Lettings

Flat Owners that rent out their properties at Knole have a number of legal duties towards both their tenants and to the Company as the freeholder. It is incumbent upon the Company, (the freeholder), to ensure that these duties have been carried out not just because they are legal requirements but also because of the wider responsibility that the Company has to ensure the safety and wellbeing of all the Residents. By ensuring these legal duties are carried out the Company is also able to add to the evidence needed to show insurance companies that the building is well managed and therefore a low insurance risk. This is to the benefit of all Owners whether Owner-Residents or Landlords. Flat Owners who decide to let out their flats should take note of the following.

- Registration with KRFO: they must register their let with the Company and provide the Company with a copy of the tenancy agreement.
- Letting Agents: the Company is unable to deal directly with letting agents since the contractual relationship is between lessor and lessee. Invariably the letting agents have no knowledge of the lease covenants and although usually providing a good service, are unregulated organisations.

- Behaviour of Tenants: it is the responsibility of flat Owners to ensure that their tenants are aware of the terms of the lease and have a copy of this policy handbook. This will enable Tenants to understand fully the way the building and its management functions. It is also incumbent on the Flat Owner to ensure that their tenants observe the various covenants in the lease especially when their behaviour puts the safety of their neighbours at risk and/or creates an unreasonable nuisance. Failure to carry out this duty will result in action being taken by the Company against the Flat Owner.

3.12.28.1 Gas Safety

There must be an annual maintenance check of gas pipe work, appliances and flues carried out by an engineer registered with the Gas Safe Register (formerly Corgi). A copy of the engineer's Gas Safety Record should be lodged with the Company Office.

3.12.28.2 Electrical Safety (ECIR)

The Housing and Planning Act requires a formal certificated inspection of electrical installations (e.g. wiring, fuse Boards and sockets) and appliances annually and also at the beginning of each new tenancy by a registered electrical engineer. A copy of the engineer's report and the Electricity Compliance Certificate (ECC) must be lodged with the Company.

3.12.28.3 Additional KRFO Requirements

In addition to the requirements set out in the leases and in government legislation landlords must also meet the additional KRFO requirements set out in the bullet points below. These are not onerous or intrusive. They are simply so that KRFO can carry out its duty to manage the building effectively on behalf of all Owners and Residents as well as meet the increasing insurance requirements. As KRFO does not have a direct legal relationship with Tenants it is essential that Landlords provide the KRFO office with an emergency contact number.

- Landlords are requested to ensure that their tenants are made aware of this handbook before they move in. They can always download a copy from the KRFO website.
- Landlords are requested to ensure that they provide a copy of their gas and electrical safety certificates to KRFO each year.
- Landlords are requested to confirm to KRFO that their flat/flats have smoke alarms and where appropriate a carbon monoxide alarm.
- If a Landlord has been using a cupboard in the common area and Tenants are to be given access to the cupboard, they need to be made aware that they must not use it to store any flammables, and that the cupboard will be inspected by KRFO for fire safety twice a year.

3.12.29 Lifts

The lifts are for the use of Residents. They are expensive to maintain and are subject to regular inspection and servicing with an approved company. It is therefore important that they are not overloaded and that Tradesmen undertaking private work in flats do not use them. In the event that a lift is damaged as a result of misuse the Flat Owner responsible will be required to bear the cost of the repair. An emergency telephone is installed in each lift and is connected 24 hours a day to an operator. The telephone is

programmed to dial only the emergency number.

3.12.30 Maintenance – Responsibilities and Funding

The Company is responsible for the maintenance of the external fabric of the building including the roof, foundations, and external walls, guttering and down pipes via a programme of preventative maintenance. The main problem is usually damp, and the Company is dependent upon being informed by Residents when damp problems occur. Repair work is undertaken in as timely a manner as possible. On occasions, this may not be immediate, depending on the financial implications and other necessary works. In the event of a problem contact the Managing Agent:

eastbourne@ftjresidential.com in first instance by telephone or email, or the portal.

Please ensure heating is on over the winter just to keep the air circulating in the property and reduce the levels of condensation.

3.12.31 Major Maintenance Projects

Major maintenance projects/works are described in the Operational and Strategic Plan. They are subject to “Section 20” (S20) notices, also referred to as the “qualifying works” process. This legal requirement (framed to protect leaseholder interests) was introduced by the UK government under the Landlord and Tenant Act 1985. It is a three-stage process.

The S20 process has three key stages:

1. **Notice of Intent:** this notice outlines the planned works and provides a 30-day period for property Owners to comment and nominate contractors to be invited to quote for the works. After this period, the Company tenders the specification to two or more contractors, inviting them to bid for the work. KRFO typically invites four companies to tender for major works. The bids are returned as sealed tenders and are opened simultaneously to ensure fairness and prevent conflicts of interest.
2. **Statement of Estimates:** once the tenders are received, the Company informs property Owners of the quoted prices. Property Owners then have another 30 days to review the estimates, provide feedback, and examine the specification alongside the bids.
3. **Notice of Reasons:** also known as the “Notice of Award of Contract,” this notice is required if the Company does not select the lowest bid. Reasons for choosing a higher bid may include the contractor’s availability, expertise, or experience. This notice must be issued within 21 days of the contract being signed with the chosen contractor.

3.12.32 Managing Agent

KRFO employs a managing agent (currently Eastbourne-based FTJ) to handle day-to-day needs and to oversee legal and other requirements that attach to the management and maintenance of the building. In summary these include:

- Provision of a single nominated manager for the account.

- On-site attendance for half a working day, weekly.
- Scheduled and irregular inspections as required.
- Liaison with Service Manager/Cleaner to identify and resolve minor maintenance issues.
- Provision of a web-based portal for Shareholders to track payments and log requests.
- Collection/management of service charge payments; escalation of debt collections.
- Management of all communications with Shareholders and the Board.
- Provision of regular updates on major project progress.
- Provision and management of a 24-hour phone-line support/emergency call out.
- Keeping a full maintenance log.
- Drawing up, and monitoring contracts with external suppliers.
- Writing and circulating tenders for works.
- Managing the “Section 20” process.
- Ensuring adherence to all legal requirements (licences, permissions).
- Managing renewals of same.
- Drawing up the annual budget with the Board of Directors.
- Preparing annual accounts.
- Attending Directors’ meetings and acting as Company Secretary.
- Provision of initial legal advice to the Board of Directors on property matters.
- Maintaining Companies House and other Company records.

3.12.33 Newsletter

The Board publishes a newsletter to all Residents every quarter, and occasionally more often if there is information that needs to be shared. The purpose of the newsletter is to keep Residents up to date with work that is being undertaken by the Board and any significant developments that impinge on Knole Road.

3.12.34 Noise

Residents are requested to respect the peace and privacy of others. Noise travels easily in this beautiful old building more than it would in a building of a more modern construction. It would be helpful if Residents could minimise the usage of the lifts between 11pm and 6am in the morning. If Residents anticipate an unusual level of noise in their flat, they are politely requested to let their neighbours know as a common courtesy.

3.12.35 Parking

Parking can be difficult because of the frequent use of Knole Road by non-residents. Please avoid parking on pavements and especially by the steps leading up to the entrances as this can damage the ceilings of basement flats. As a resident you are entitled to parking permits, issued by East Sussex County Council, for which you can apply via the Council website. In 2025 the cost of a permit for one car is £27, and an additional vehicle costs £81 (correct as of March 2025)

3.12.36 North side Patios

The patios belong to the Freehold and not the Residents. This is so that there is no problem with erecting scaffolding should it be needed to service the north elevation for maintenance. However, the Board appreciates that these can be used by the Residents of the basement flats and can be decorated with plants as long as it is sympathetic to the building. We do ask that the drain covers are not covered by obstructions as these do quite often need to be accessed. Please also note that laundry cannot be dried in the patio areas, as this is a breach of the lease.

3.12.37 Pets

If any flat owner wishes to have a pet in the building, they need to request the formal consent of the Board who need to take account of the impact that this may have on other flat Owners. Permission to keep a pet is only extended on the understanding that they do not provide a nuisance to other Residents, and on the understanding that the permission may be withdrawn should the Flat-Owner's pet cause a nuisance to other Residents. Dogs are allowed in the south gardens if kept on a lead. Please do not allow them to foul the gardens. If they do so, this could be grounds for removal of permission to keep the pet on the premises. Likewise, dogs are not permitted to be off the lead in the north gardens.

3.12.38 Rubbish

There is a rubbish area at the Northeast corner (Hastings end) of the building. This area is for normal household waste. Large boxes, items of furniture and so on should be taken to the two rubbish tips in Rother. The Pebsham site is located on Bexhill Road, in between St Leonard's and Bexhill (A259) and Mountfield site is located on the A2100 road between Johns Cross and Battle.

3.12.39 Sale of Flats

Owners are politely requested to notify the Company when they put a flat on the market. This is principally for security reasons and also so that any outstanding service charges are settled. Owners are also requested to lodge the name of the purchasers of their flat and the details of their Solicitors with the Company. This is required, because if the Company has not been informed, the seller will continue to be liable for the quarterly payments. This will also enable a proper welcome as well as effective liaison, and the Company will have to move over the share of the freehold to the new Owner.

3.12.40 Security

Residents are requested to help with the security of the building by ensuring that the communal doors are properly closed. Occasionally and usually when there is a strong wind, the door closers are not completely reliable.

3.12.41 Shares and Share Certificates

The Company issues shares and share certificates and keeps a register of all certificates that have been issued. The value of each share is a nominal £1.

3.12.42 Shareholders

Shareholders become members of the Company, own a percentage of the freehold

and have the right to vote at meetings of the Company. Under the Articles and Memorandum of Association, a shareholder may only have one vote for each share that they hold.

3.12.43 Tradesmen

Residents must ensure that their Tradesmen have public liability insurance, the appropriate certificates (e.g. for work involving gas or electricity) and a hot works permit if any soldering, cutting device using a flame or welding machines are to be used. If needing to gain access from a flat roof they must put down protective covering. Tradesmen must not use the lifts for moving heavy items of whatever description.

3.12.44 Utilities, Taxes and Licences

Residents are responsible for arranging for their own gas, water, electricity, telephone, internet, TV licence and for their own council tax. Residents are also responsible for securing their own contents insurance.

3.12.45 Washing

Residents are requested not to hang their laundry in the gardens (North and South), in windows, or on balconies.

4 Duties and Responsibilities for the Maintenance of the Building

4.1 Introduction

The purpose of this part of the handbook is to set out the duties and responsibilities of KRFO, the Freehold Company, and of Flat Owners for the care and maintenance of the building. It also provides an outline description of the nature and make up of this now often-quirky building.

4.2 The Nature of the Building

4.2.1 Original Structure

The building is of a wooden frame construction with an external lining of brick and then a void to internal walls that were all originally made of a lathe and plaster. The majority of the windows were sash windows, and all were made of hard wood. The principal behind the construction was that the bricks absorbed the weather, and the void prevented transference of any water that penetrated on to the internal walls. The existence of a fireplace in almost every room allowed air to circulate and then prevented the creation of condensation.

4.2.2 Changes to the Building

Over the years the building underwent a number of changes that undermined aspects of the original structure and affected its ability to withstand the winter weather. The bombings during the second world war caused the most dramatic damage to the building. When repaired in the 1950s the work was not done to the same standard as the original. In all sorts of areas of the building the wrong kind of pointing was used when repairs were carried out, the original hardwood windows were replaced with aluminium/uPVC and lathe and plaster walls were replaced with less effective

alternatives. In addition, until the listing of the building, many aspects of architectural interest, such as some of the fine plasterwork, was damaged or removed.

4.2.3 Brickwork and Pointing

In terms of the weatherproofing of the building the most serious damage was caused by the failure to use a lime mortar mix modelled on the original mortar. In some places the mortar used was too sandy and could not withstand the weather, in others a concrete mix was used had a rigidity that caused the brickwork to spall. The last few years has seen these errors gradually put right with the result that the building is becoming increasingly weather resistant.

4.2.4 Occurrence of Damp

The serious damp that used to be a major problem in the building has reduced significantly as a result of the repointing done on both elevations, and the re-asphalting of the northside entrance steps. The building will always be exposed to damp because of its location and hence the need for the on-going preventative maintenance programme.

There are three main causes of damp: bridging across the void between the external and internal walls caused by the gradual failure of the lathe and plaster system. The failure to seal flues of new boilers properly, when installed and condensation caused by the failure to heat flats during the winter (this mostly occurs in flats that are only used as holiday homes).

It is very important for the avoidance of damp in the building that when a boiler is replaced, they are installed with their flues properly sealed so that the external walls remain watertight. If a flat is to be left empty for significant periods of time, especially in the winter, the best way to avoid the damp caused by condensation is to have the central heating on at a low temperature.

4.2.5 Windows

The building does move more than a modern building with a concrete or steel frame. Hardwood sash windows - as per the original windows - maintain their seals with the surrounding walls, and therefore their waterproofing is better than the aluminium ones that have been installed at various stages because they flex and move more in tune with the building.

4.3 The Responsibilities of KRFO, the Freehold Company

The duties and responsibilities of KRFO are set out in the leases at Paragraph 1, in Paragraph 4 A and in Paragraphs 5 and 10 of the 3rd Schedule. They are summarised below. The word 'maintain' is used as a 'catch all' to cover both repair and redecoration.

- To maintain the external and internal walls (but not the interior faces that bound a flat).
- To maintain the roof including the beams, tiles, skylights and chimneys, gutters and down pipes.

- To ensure that the utilities connected on or under the building are in kept working order.
- To maintain the passenger lifts and associated machinery.
- To ensure that any boundary walls, fences and gates are kept in good order.
- To tend and keep clean the gardens, pathways and all other external areas.
- To keep the common areas clean and well lighted.

4.4 The Responsibilities of Flat Owners

The responsibilities of Flat Owners are set out in Paragraph 1, Paragraph 2 and its many sub-paragraphs, in Paragraph 1 of the 1st Schedule and in Paragraphs 2, 4, 7, 12 and 18 of the 4th Schedule. They are summarised as follows:

- To be responsible for the interior faces of the walls, external or internal, that bound the flat.
- To make good any damage caused by their own actions or the actions of a tenant or visitor.
- To maintain the flat in good decorative order.
- To ensure fixtures and fittings are well maintained, cleaned and kept in good repair.
- To meet the legal requirements, new or old, imposed by public authorities.
- Not to do or store anything that could increase the fire risk and prejudice the building insurance.
- Not to install external fixtures such as awnings or aerials without permission of the Company.
- To ensure if a pet is to also reside in the property, that a pet licence is applied for.
- Not to authorise Tradesmen to use the lifts or to allow them to be used them for carrying goods.
- Not to obstruct the common parts with any items such as bicycles, prams, furniture or rubbish.

Note 1. The leases describe the lifts as 'passenger lifts'. Hence clear restrictions on their use are set out in the leases.

Note 2. Keeping the common parts free from obstruction is mostly for safety and ease of passage. Residents are respectfully requested to help the Company in keeping the building as safe as possible by adhering to this lease requirement.

4.5 Changing the Layout of Flats

Flat Owners need to be aware that the lease makes it very clear that any proposed structural alterations must be submitted to the Company for formal written approval, and depending upon the work, will need to be submitted to Rother Council for Listed Building Consent.

4.6 Access by the Company

Whenever possible the Company will always seek to avoid disturbing Residents from the peaceful enjoyment of their flats. Unfortunately, maintenance and fire safety

requirements make this unavoidable on occasion. The fire alarm is tested weekly on a Monday at 11:00am.

The Company will always provide the minimum of 48 hours' notice required by the leases when it needs access to a flat or there is likely to be work that may disturb. Whenever possible the Company will provide much longer advance warning. The only time the Company would consider breaching the 48 hours limit is in the event of some kind of serious emergency. Flat Owners are respectfully reminded that under the leases the Company has right of access to enter in the flats in order to carry out its lawful maintenance and fire safety responsibilities.

5 Grade II Listing Guidelines

5.1 The Significance of Grade II Listing

Knole Road was listed under reference number 1044256 on the 24 May 1990. From then on became subject to the Planning (Listed Buildings and Conservation Areas) Act 1990 (as amended 2013). The listing is not a rigid preservation order, preventing change. It simply means that listed building consent must be applied for in order to make changes to the building, internal or external, that might affect its special interest. This section of the handbook sets out the implications of the listing as they affect Knole and the Owners of the 81 flats in the building.

5.2 The Listing and Internal Features

It is not only the outside of listed buildings that are subject to listing regulations. The listing includes internal features of architectural interest including the following:

- Cornices, ceiling roses and other plasterwork.
- Fireplaces (including surrounds, tiles, grates, hearth etc) and original radiators.
- Original doors and windows.
- Original lathe plaster walls (usually to open two rooms into one). Original floorboards, dados, panelling, door frames, shutters and skirting boards.
- Original radiators, cupboards, larders or closets.
- Original staircases, handrails, banisters and picture rails.

None of the above can be removed without planning permission. Features that are damaged should be repaired or replaced on a "like for like" basis using materials as similar as possible to the originals.

5.3 The Listing and Making Alterations to Flat Layouts

All proposed alterations must be submitted both to KRFO for approval of the Freeholder. The Board welcomes people's plans and will not stand in the way of sensible modifications. Once the Freeholder consent is given, the Flat Owner can apply to the council for listed consent and building regulation approvals, before work can begin. The council requires listed building consent forms with before and after

floor plans (for larger projects an architect will need to complete these).
The Board has good experience with this process, therefore please reach out if you require any advice.

5.4 Alterations Not Requiring Consent

Consent is not needed for the following unless they disturb architectural features:

- Installing secondary glazing or changing plumbing, heating or wiring.
- Changing fitted kitchens and bathrooms.
- Furnishing, carpeting and painting.
- Lighting.

5.5 General Guidelines

If flat Owners keep to the following general guidelines they will not go wrong:

- Do not change unaltered original layouts of rooms.
- Leave original details and materials in place.
- Repair rather than replace, and if you have to replace use like for like materials.

6 Closing

The aim of the handbook is to provide Residents with a comprehensive reference source to answer any questions that they might want to ask, and to provide guidance/information on various aspects of the building. The intention is to be advisory. Should the handbook appear at any point prescriptive, it will be at those points where both you, and we, have legal obligations that we need to fulfil.

KRFO Board of Directors