



Monarch Drive & Martley Road

Henwick Park

Worcester

WR2 6EU

Service Charge Expenditure Report

24th June 2015 to 23rd June 2016



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Introduction

This report has been produced by Johnson Fellows on behalf of the Landlord, Robin N Johnson. It is intended to provide details of the expenditure incurred during the service charge year 24th June 2015 to 23rd June 2016.

Enclosed within this report is a copy of the Service Charge Apportionment Schedule and Service Charge Variance Schedule.

The Property

The property is located at the junction of Monarch Drive and Martley Road. It is situated approximately 2 miles to the west of Worcester City Centre. The premises consist of a parade of ground floor retail units, with residential flats above and associated garages. There is a customer car park to the front of the property and a private service road providing vehicular access to the rear. Communal staircases leads to a walkway terrace, which provides access to the residential flats.

Voids and Concessions

Where any void units exist, the responsibility for the payment of the service charge rests with the Landlord. Presently there are no void units at the property. The Landlord is also responsible for the payment of the service charge in respect of the residential flats that are let on an Assured Shorthold Tenancy basis.

VAT

The property is not elected for VAT. Therefore all expenditure stated within the report is gross of VAT.

Banking

Due to the general level of service charge funds, we do not maintain a discrete bank account for the service charge at this property. The funds are held within the Johnson Fellows Client Account, which is maintained by Barclays Bank plc. As a consequence the service charge is not credited with any interest, nor are any bank charges allocated to the service charge.

Interest charged on the late payment of service charge by tenants is to be credited to the service charge.

There is no sinking fund or reserve fund.

Service Charge Objectives

The objective of Johnson Fellows as Managing Agents is to provide a high quality management service. In so doing we aim to provide a well maintained environment, delivering value for money for the service charge expenditure.

The objective of this report is to provide a clear explanation of the expenditure on a not for profit/not for loss basis. It is also to promote clarity and transparency.



Should any occupier have comments on the format, or the information contained in this report which would assist in the report being improved for the benefit of all concerned, these comments would be welcomed. We would also welcome constructive feedback on the communal services provided at the property.

The service charge is administered having regard to Service Charges in Commercial Property; RICS Code of Practice 3rd Edition and the Service Charge Residential Management Code; RICS Code of Practice.

Residential Service Charge Obligations

In accordance with the Landlord & Tenant Act 1987, Section 48 we can confirm that the Landlord is Robin N Johnson and their address for the service of notices is 2nd Floor Offices, 1059-1061 Alcester Road South, Kings Heath, Birmingham, B14 5TN.

Please refer to the enclosed details in Appendix C for the relevant legislation of residential long leaseholder's rights and obligations which are relevant to the service charge. Any individual works required where any residential long leaseholders' contribution exceeds £250 plus VAT, will result in consultation with the relevant leaseholders.



Management Team

Facilities Manager:

Chris Monteith

Johnson Fellows, Charter House, 163 Newhall Street, Birmingham, B3 1SW

Direct Dial: 0121 234 0409

Mobile: 07786 072 755

Email: chris.monteith@johnsonfellows.co.uk

Chris Monteith is responsible for the repair and maintenance of the property and statutory compliance.

Management Surveyor:

Ian Starbuck

Johnson Fellows, Charter House, 163 Newhall Street, Birmingham, B3 1SW

Direct Dial: 0121 234 0462

Mobile: 07887 745 635

Email: ian.starbuck@johnsonfellows.co.uk

Ian Starbuck is responsible for the overall management of the property.

Service Charge Accountant:

Rebecca Glover

Client Accounts

Johnson Fellows, Charter House, 163 Newhall Street, Birmingham, B3 1SW

Direct Dial: 0121 234 0405

Email: rebecca.glover@johnsonfellows.co.uk

Rebecca Glover is the client accountant responsible for this property.



Service Charge Apportionment

The service charge costs are apportioned under a single schedule in line with the provisions of the leases and shared amongst all leaseholders. We have adopted historical apportionments, which are based on the floor area for each premises. Should there be any changes to the floor areas then the service charge apportionments will be reviewed accordingly.

A Service Charge Apportionment Schedule is attached at Appendix A.



Expenditure Commentary

SCHEDULE 1

All figures are shown gross of VAT

- **Electrical Supply** **£643.94**

The expenditure relates to the electricity consumption to the communal areas. The expenditure came in above budget.

- **Electrical Repair** **£0.00**

The budget allowed for any unforeseen electrical repairs throughout the service charge year. No expenditure was incurred.

- **Building Repair** **£5,939.42**

The cost heading allowed for a number of repairs to be completed throughout the service charge year that had been identified within the health and safety audit. The expenditure came in above budget largely due to unforeseen essential repairs to the water pipes beneath the rear service yard.

- **Landscaping** **£1,068.00**

The expenditure relates to the contract for the general upkeep of the landscaped communal areas of the property, including weeding and the cutting back of plant material throughout the growing season. The expenditure was under budget.

- **Health & Safety** **£0.00**

The budget allowed for the completion of an updated health and safety audit. However, due to the current building works it was decided to place this on hold. No expenditure was incurred.

- **Audit Fees** **£300.00**

The cost is for the service charge expenditure for the year to be certified by an independent accountant.

- **Cleaning** **£4,725.00**

The expenditure relates to the contract for the weekly cleaning, sweeping and maintaining of the communal areas. The expenditure was under budget.

- **Management Fee** **£2,613.36**

The figure represents the costs incurred for the preparation and management of the service charge budget and the general management of the communal areas of the property for the 12 month period. The expenditure was as budgeted.



- **Facilities Management Fee** **£500.00**

The facilities management fee is for the running of the contracts and ensuring legislative compliance. The cost is in line with the budget.

Total

Schedule 1 **£15,789.72**

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Facilities Manager

Dated 1st December 2016

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Partner

Dated 1st December 2016



Appendix A

Monarch Drive & Martley Road, Henwick Park, Worcester, WR2 6EU

Service Charge Apportionment Schedule

24th June 2015 to 23rd June 2016

Unit	Schedule	Percentage
20 Martley	1	15.60%
22 Martley	1	11.30%
24-28 Martley	1	25.70%
138 Monarch	1	11.20%
140 Monarch	1	11.20%
142 Monarch	1	11.10%
Flat 34	1	4.60%
Flat 36	1	4.60%
Flat 38	1	4.70%
1 Total		100.00%



Appendix B

Monarch Drive & Martley Road, Henwick Park, Worcester, WR2 6EU

Service Charge Variance Schedule

24th June 2015 to 23rd June 2016

The property is not VAT registered. All figures shown gross of VAT.

Service Charge Item	Schedule	Budget 2015/2016	Expenditure 2015/2016	Budget v Expenditure Variance %	Budget v Expenditure Variance £
Electricity Supply	1	£ 400.00	£ 643.94	60.99%	£ 243.94
Electrical Repair	1	£ 450.00	£ -	-100.00%	-£ 450.00
Building Repair	1	£ 4,000.00	£ 5,939.42	48.49%	£ 1,939.42
Landscape Maintenance	1	£ 1,400.00	£ 1,068.00	-23.71%	-£ 332.00
Cleaning	1	£ 5,500.00	£ 4,725.00	-14.09%	-£ 775.00
Health & Safety	1	£ 300.00	£ -	-100.00%	-£ 300.00
Audit Fees	1	£ 300.00	£ 300.00	0.00%	£ -
Management Fees	1	£ 2,613.36	£ 2,613.36	0.00%	£ -
Facilities Management	1	£ 500.00	£ 500.00	0.00%	£ -
Grand Total		£ 15,463.36	£ 15,789.72	6.39%	£ 326.36



Appendix C

The Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007

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

However, you do not have these rights where:

- e. a matter has been agreed or admitted by you;
 - f. a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose;
 - g. or a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
- (5) Where you seek a determination from a leasehold valuation tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. The total fees payable will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may also have to pay.
- (6) A leasehold valuation tribunal has the power to award costs, not exceeding £500, against a party to any proceedings where:
 - a. it dismisses a matter because it is frivolous, vexatious or an abuse of process; or
 - b. it considers a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably.

The Lands Tribunal has similar powers when hearing an appeal against a decision of a leasehold valuation tribunal.

- (7) If your landlord:
 - a. proposes works on a building or any other premises that will cost you or any other tenant more than £250, or



- b. proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period,

Your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or a leasehold valuation tribunal has agreed that consultation is not required.

- (8) You have the right to apply to a leasehold valuation tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.
- (9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must:
 - a. cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
 - b. cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods
- (10) The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.
- (11) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.
- (12) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.
- (13) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.