

Service Charge Budget Report

Service Charge Year

29th September 2014 to
28th September 2015

For

58-64 Park Way
Ruislip Manor
HA4 8NR

Prepared by

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On behalf of

Tesco Stores Limited



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1. Introduction

The service charge budget report is intended to provide details of the planned expenditure for the forthcoming service charge year.

The Property

The property (defined as 'the Block' in various lease documents) comprises of two ground floor retail units, three maisonettes, one second floor residential flat and one first floor unit used as a dental surgery. The property does not include the Tesco customer car park at the rear. The service charge is to operate for the Block.

There would appear to be a discrepancy with the legal interest and service charge liability for one part of the Block, which comprises a bedroom which forms part of 66a Parkway, positioned above the front communal stairs at second floor level. This is being investigated by solicitors, the outcome of which will be advised in future Service Charge Reports together with any impact on the service charge.

Whilst the Block forms part of a parade extending to Windmill Hill and there are mutual rights of access for the occupiers over the balcony areas, it is believed that there is no obligation for the owner/occupiers of the Block to contribute to maintenance expenditure of other parts of the parade and vice versa.

The parts of the Block covered by the service charge include the rain water goods, drains and the communal areas for the first and second floor occupiers which include the front and rear balconies and the front and side stairs. The service charge specifically does not cover any areas which are demised to any leaseholder.

Not **ALL** leaseholders are responsible for contributing to **ALL** service charge expenditure for the Block. For this reason service charge schedules have been used, details of which are set out below.

Voids and Concessions

Presently there is no void accommodation. Were there to be any void accommodation capable of being let or any service charge concessions, the responsibility for the service charge would rest with the Landlord.

VAT

The Landlord has elected the property for VAT.

The service charge payable by the commercial lessees including the dental surgery will have VAT charged at the standard rate. The service charge payable by the leaseholders of the first and second floor residential parts will be charged inclusive of VAT, as the landlord is unable to recover the VAT on this part of the service charge expenditure.



Banking

Due to the general level of service charge funds, they are not maintained within a discrete bank account. The funds are held within the Johnson Fellows Clients Account which is maintained with Barclays Bank plc. As a consequence the service charge is not credited with any interest, neither are any bank charges allocated to the service charge.

Reserve Fund

Previously it was proposed to undertake substantial long term repairs to the front and rear balcony surfaces. These works were specified and competitive tenders obtained. The works and costs were:

Front Balcony Surface Repairs	£8,065
Rear Balcony Surface Repairs	<u>£8,900</u>
Total	£16,965
SAY	£17,000

A reserve fund was established in 2011/2012 year for the repairs of the front and rear balcony repairs. These funds are held in a discrete bank account with interest credited to it. Any banking costs will be paid from the service charge together with any tax on the interest earned. No allowance for VAT has been made in the reserve fund.

Funds have been collected over 4 years at £4,250 per annum and the 2014/2015 service charge budget provides the final instalment and marks the commencement of the works. Confirmation will be sent once the start date has been formalised. Details of the works will be provided for consultation in accordance with the Service Charge Regulations detailed in Appendix C.

Tesco Stores (as landlord) are making a contribution of £4,500 to the reserve fund. Whilst Tesco do not accept liability, it is in recognition that previous alteration works to their ground floor unit might have contributed to repairs required. In respect of repairs to the balcony, it is acknowledge that the costs are otherwise payable by the leaseholders of the first and second floors.

The contribution of £4,500 is being paid over four years into the reserve fund at an annual rate of £1,125pa with the first payment having been made in 2011-2012.



Service Charge Objectives

The object of this budget report is to provide clear explanation of the planned service charge expenditure on a not for profit/not for loss basis. It is also to promote clarity and transparency and to allow the tenants and long leaseholders to budget accurately for the forthcoming year. For that purpose, we have previously commissioned a Quinquennial Maintenance Programme. This report has identified maintenance requirements to the property, and will form the basis for relevant parts of the service charge budget in future years.

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 welcome. We would also welcome constructive feedback on the communal services provided at the property.

As Managing Agents, Johnson Fellows aim to provide a high quality management service in order to provide a well maintained environment, and delivering value for money for the service charge expenditure.

The service charge is administered having regard to Service Charges in Commercial Property; RICS Code of Practice 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, it is confirmed that the Landlord is Tesco Stores Ltd and their address for the service of notices is PO Box 400, Cirrus B Building, Shire Park, Welwyn Garden City, Hertfordshire, AL7 1AB.

Please refer to the enclosed details in Appendix C of 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, we will consult the relevant long leaseholders.



2. **Management Team**

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Management Surveyor:

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Service Charge Accountant:

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3. Service Charge Apportionment

The service charge operates for the whole Block, as defined in the lease documents. The apportionment percentages for each lessee are noted within the Service Charge Apportionment Report, as detailed in Appendix A.

Ground Floor Expenditure

The ground floor occupiers are liable for 100% of the costs for the repair and maintenance of the ground floor building (excluding the structure and foundations) and the rear extension. They are also responsible for 50% of the cost attributable to the rain water goods and drains which serve the Block.

The split of the service charge budget between the ground floor leaseholders has regard to the Net Internal Area (NIA) of their accommodation.

All expenditure to which the ground floor occupiers contribute towards is contained in Schedule One.

First and Second Floor Expenditure

The first and second floor leaseholders are liable to pay 100% of the cost to repair and maintain the communal parts of the Block above ground floor level and the communal stairs from the ground floor. The exception is the budget for the rain water goods and drains which serve the Block, towards which they contribute 50% of the costs. There is also a liability to contribute towards any repairs to the structure and foundations.

There should be just one schedule which operates for the upper floors, but due to the VAT status of the first floor Dental Surgery being different to the residential parts, the budget for the first and second floor expenditure has been split into two schedules. Of the first and second floor budget 20% is allocated to Schedule Two which is wholly attributed to the Dental Surgery. The 80% balance of the budget is allocated to Schedule Three for the residential units.

It should be noted that the first and second floor leaseholders are directly responsible for the repair and maintenance of the main elements of the first and second floor building demised to them individually, including the roof. This is also the case for the stairwell accessing flat 58b.

The budget towards which each leaseholder pays will be the correct amount having regards to the service charge percentage prescribed in their lease. However as a result of the split between Schedules Two and Three, it does mean that the percentage figure detailed in the Service Charge Apportionment Report will be different to those stated in the lease documents.



Block Expenditure

Where expenditure is incurred for the whole block and is not directly attributable to either the ground floor or the first/second floors, (excluding rain water goods and drains), the expenditure will be split between the schedules by one of two alternative methods.

The first will be by utilising Net Internal Area, a common method of service charge apportionment. The split is as follows:

Ground Floor	5,491 sf	68%
First & Second Floors	2,500 sf	32%

The first and second floor expenditure is then split 20%:80% to Schedules Two and Three respectively.

The second method will be by reference to the level of expenditure within each service charge schedule, excluding the Block expenditure in question.

The method adopted will be that which is considered to be the fairest having regards to the nature of the expenditure and in all cases the method adopted will be confirmed in the Budget & Expenditure Reports.

Service Charge Schedules

- Schedule One Ground Floor Commercial Occupiers (Figures Net of VAT)
- Schedule Two First Floor Dental Surgery (Figures Net of VAT)
- Schedule Three First and Second Floor Residential Leaseholder
(Figures Inclusive of VAT)



4. Budget Commentary

SCHEDULE ONE – Ground Floor

All figures are shown net of VAT

1. Building Repair

Budget - £500

A contingency budget for unplanned repairs.

2. Drain Maintenance

Budget - £250

We have included a contingency should any unforeseen repairs be required.

3. Audit Fee

Budget - £27

The Landlord and Tenant Act 1985 and RICS regulations require that service charge accounts are certified on an annual basis. This cost covers the fee raised by the accountants for certifying the year end service charge accounts.

This Budget represents 9% of the total net auditors fee, apportioned having regards to the split of expenditure between the schedules, excluding the Auditors Fee, Management Fee and Professional Fees, which are all being apportioned by this method.

4. Management Fee

Budget - £413

This figure represents the cost incurred to prepare and manage the service charge and the management of the Block over a 12 month period. It is indexed linked annually to RPI. As at July 2014 RPI was 2.5%.

This Budget represents 9% of the total net management fee, apportioned having regards to the split of expenditure between the schedules, excluding the Auditors Fee, Management Fee and Professional Fees, which are all being apportioned by this method.

5. Total

Budget - £1,190

Please note this budget is net of VAT at 20%.



SCHEDULE TWO

All figures are shown net of VAT

1. Building Repairs

Budget - £3,600

The planned reserve fund works will be undertaken this year the total budget for which is £17,000 plus vat. We have included a £200 contingency should any unforeseen repairs be required.

2. Drain Maintenance

Budget - £50

We have included a contingency of £50 should any unforeseen repairs be required.

3. Electrical Maintenance

Budget - £50

No further electrical works are planned however we have included a contingency sum should any unforeseen works be required.

4. Electricity Supply

Budget - £50

This budget is for the electrical supply to the communal lighting. The whole cost is allocated to Schedule Two (20%) and Schedule Three (80%).

5. Reserve Fund

Budget - (£2,775)

This budget reflects 20% of the annual reserve contribution of £4,250, net of 20% of the annual Landlords contribution of £1,125. Also included in this heading is the credit from the funds being withdrawn from the reserve funds to cover the cost of completing the planned works, i.e. 20% of £17,000.

5. Insurance

Budget - £160

Tesco insure the whole building through a block policy for their property portfolio. They have now identified the premium which is attributable to this property and specifically for the upper floors. This premium has then been split with 20% allocated to Schedule 2. The premium which will be allocated to this service charge year will cover the 12 months commencing March 2015.



6. Audit Fee

Budget - £42

The Landlord and Tenant Act 1985 and RICS regulations require that service charge accounts are certified on an annual basis. This cost covers the fee raised by the accountants for certifying the year end service charge accounts. The Auditors are still to be appointed.

This Budget represents 14% of the total auditor's fee, apportioned having regards to the split of expenditure between Schedule One and Two/Three, excluding the Auditors Fee, Management Fee and Professional Fees, which are all being apportioned by this method.

7. Management Fee

Budget - £643

This figure represents the cost incurred to prepare and manage the service charge and the management of the Block over a 12 month period. It is indexed linked annually to RPI. As at July 2014 RPI was 2.5%.

This Budget represents 14% of the total net management fee, apportioned having regards to the split of expenditure between Schedules One and Two/Three, excluding the Auditors Fee, Management Fee and Professional Fees, which are all being apportioned by this method.

8. Total

Budget - £1,820

Please note this budget is net of VAT at 20%.



SCHEDULE THREE

All figures are shown inclusive of VAT

1. Building Repairs

Budget - £17,280

The planned reserve fund works will be undertaken this year the total budget for which is £17,000 plus vat. We have included a £960 contingency should any unforeseen repairs be required.

2. Drain Maintenance

Budget - £240

We have included a contingency sum should any unforeseen repairs be required.

3. Electrical Maintenance

Budget - £240

No further electrical works are planned however we have included a contingency should any unforeseen works be required.

4. Electricity Supply

Budget - £100

This budget is for the electrical supply to the communal lighting. The whole cost is allocated to Schedule Two (20%) and Schedule Three (80%).

5. Reserve Fund

Budget - (£11,100)

This budget reflects 80% of the annual reserve contribution of £4,250, net of 20% of the annual Landlords contribution of £1,125. Also included in this heading is the credit from the funds being withdrawn from the reserve funds to cover the cost of completing the planned works, i.e. 80% of £17,000.

6. Insurance

Budget - £768

This is a new budget heading for the building insurance. Tesco insure the whole building through a policy for their property portfolio. They have now identified the premium which is attributable to this property and specifically for the upper floors. This premium has then been split with 20% allocated to Schedule 2. The premium which will be allocated to this service charge year will cover the 12 months commencing March 2015.



7. Audit Fee

Budget - £277

The Landlord and Tenant Act 1985 and RICS regulations require that service charge accounts are certified on an annual basis. This cost covers the fee raised by the accountants for certifying the year end service charge accounts. The Auditors are still to be appointed.

This Budget represents 77% of the total auditor's fee. Apportioned having regards to the split of expenditure between Schedule One and Two/Three, excluding the Auditors Fee, Management Fee and Professional Fees, which are all being apportioned by this method.

8. Management Fee

Budget - £4,243

This figure represents the cost incurred to prepare and manage the service charge and the management of the Block over a 12 month period. It is indexed linked annually to RPI. As at July 2014 RPI was 2.5%.

This Budget represents 77% of the total net management fee, apportioned having regards to the split of expenditure between Schedules One and Two/Three, excluding the Auditors Fee, Management Fee and Professional Fees, which are all being apportioned by this method.

9. Total

Budget - £12,048

Please note this budget is inclusive of VAT at 20%.



Appendix A

Service Charge Percentage Apportionment

58-64 Parkway Ruislip Manor				
Service Charge Apportionment Percentages				
29 September 2014		to 28 September 2015		
Unit	Tenant	Schedule 1 Ground Floor	Schedule 2 First & Second Floors	Schedule 3 First & Second Floors
58-62 Parkway	Tesco Stores	76.00%	0.00%	0.00%
64 Parkway	Explore Learning	24.00%	0.00%	0.00%
58a & 58b Parkway	Dendoc	0.00%	100.00%	25.00%
60a Parkway	Messrs Lewis & Boardman	0.00%	0.00%	25.00%
62a Parkway	Messrs Lewis & Boardman	0.00%	0.00%	25.00%
64a Parkway	Mr Bashir	0.00%	0.00%	25.00%
Total		100.00%	100.00%	100.00%

Note 1: Expenditure split between Schedules 2 and 3 is 20% and 80% respectively, consequently tenant percentages adjusted. The tenant in Schedule 2 is paying 100% of 20% of First & Second Floor expenditure and tenants in Schedule 3 are paying 25% each of 80% of First & Second Floor expenditure.



Appendix B
Service Charge Budget Variance Report

58-64 Parkway Ruislip Manor						
Service Charge Budget Variance Report						
29 September 2014 to 28 September 2015						
The property is VAT registered. Figures for schedules 1&2 shown net of VAT. Schedules 3&4 figures shown inclusive of VAT.						
Service Charge Item	Schedule	Budget 2012/2013	Budget 2013/2014	Budget 2014/2015	Budget v Budget Variance %	Budget v Budget Variance £
Building Repair	1	£ -	£ 500	£ 500	0.00%	£ -
Drain Maintenance	1	£ 333	£ 250	£ 250	0.00%	£ -
Electrical Maintenance	1	£ -	£ -	£ -	N/A	£ -
Electricity Supply	1	£ -	£ -	£ -	N/A	£ -
Reserve Fund	1	£ -	£ -	£ -	N/A	£ -
Insurance	1	£ -	£ -	£ -	N/A	£ -
Audit Fees	1	£ 11	£ 39	£ 27	-30.77%	-£ 12
Management Fees	1	£ 161	£ 583	£ 413	-29.16%	-£ 170
Professional Fees	1	£ -	£ -	£ -	N/A	£ -
1 Total		£ 505	£ 1,372	£ 1,190	-13.3%	-£ 182
Building Repair	2	£ 474	£ 200	£ 3,600	1700.0%	£ 3,400
External Decorations	2	£ 280	£ -	£ -	N/A	£ -
Drain Maintenance	2	£ 67	£ 50	£ 50	0.0%	£ -
Electrical Maintenance	2	£ 40	£ 50	£ 50	0.0%	£ -
Electricity Supply	2	£ 20	£ 50	£ 50	0.0%	£ -
Reserve Fund	2	£ 625	£ 625	-£ 2,775	-544.0%	-£ 3,400
Insurance	2	£ -	£ 160	£ 160	0.0%	£ -
Audit Fees	2	£ 58	£ 57	£ 42	-26.3%	-£ 15
Management Fees	2	£ 837	£ 851	£ 643	-24.4%	-£ 208
Professional Fees	2	£ -	£ -	£ -	N/A	£ -
2 Total		£ 2,401	£ 2,043	£ 1,820	-10.9%	-£ 223
Building Repair	3	£ 2,275	£ 960	£ 17,280	1700.0%	£ 16,320
External Decorations	3	£ 1,344	£ -	£ -	N/A	£ -
Drain Maintenance	3	£ 319	£ 240	£ 240	0.0%	£ -
Electrical Maintenance	3	£ 192	£ 240	£ 240	0.0%	£ -
Electricity Supply	3	£ 100	£ 100	£ 100	0.0%	£ -
Reserve Fund	3	£ 2,500	£ 2,500	-£ 11,100	-544.0%	-£ 13,600
Insurance	3	£ -	£ 770	£ 768	-0.3%	-£ 2
Audit Fees	3	£ 278	£ 245	£ 277	13.1%	£ 32
Management Fees	3	£ 4,029	£ 3,656	£ 4,243	16.1%	£ 587
Professional Fees	3	£ -	£ -	£ -	N/A	£ -
3 Total		£ 11,037	£ 8,711	£ 12,048	38.3%	£ 3,337
Total		£ 13,943	£ 12,126	£ 15,058	24.2%	£ 2,932



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.