



**JOHNSON FELLOWS**  
CHARTERED SURVEYORS

Olton Bridge,  
245 Warwick Road,  
Olton, Solihull,  
B92 7AH

**Service Charge Budget Report**

**1<sup>st</sup> January 2023 to**

**31<sup>st</sup> December 2023**



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## **Introduction**

A service charge operates to fund Olton Bridge (Warwick Road) Ltd who are responsible for the upkeep of the communal areas and services.

The service charge budget report is intended to provide details of the planned expenditure for the forthcoming service charge year. It is reviewed each year with the objective that budgets accurately forecast the expenditure.

The service charge budget has been approved by the Directors of the management company.

## **The Property**

The property comprises of communal grounds around six units which are in separate ownership. All units originally provided office accommodation, but three units (No. 1, 3 and 5) have been converted into multiple self-contained residential flats. All units have rights over the communal areas.

The communal areas comprise of an entrance drive from Ulverley Crescent with automated gate, surface and twin-level car parking, footpaths, surface-water drains, boundary walls and soft landscaped areas. The communal services include external lighting, commercial refuse, and cleaning.

## **Voids and Concessions**

All freeholders of the units are liable to contribute to the service charge, regardless of any of the units being vacant.

## **VAT**

The Management Company de-registered for VAT with effect from 1<sup>st</sup> March 2022.

All service charge is stated inclusive of VAT.

## **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. Consequently, the service charge is not credited with any interest, neither are any bank charges allocated to the service charge.

## **Reserve Fund**

Historically there has been a reserve fund held for irregular service charge expenditure. This is financial prudent as it allows exceptional repairs to be planned and the costs spread over a period to avoid erratic service charge contributions. For this reason, the Directors have instructed the reserve fund is maintained at a level of £12,500.

The reserve fund is held in the Management Companies own bank account.

## **Service Charge Objectives**

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The object of this report is to provide clear explanation of the service charge expenditure on a not for profit/not for loss basis. It is to promote clarity and transparency and to allow the freeholders to budget accurately.

We encourage freeholders to provide comments on the format and/or the information contained in this report which would assist in the report being improved for the benefit of all concerned. We would also welcome constructive feedback on the communal services provided at the property.

As Managing Agents, Johnson Fellows aims to deliver a high-quality management service to provide a well-maintained environment and deliver value for money.

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 management company, Olton Bridge (Warwick Road) Ltd is the freeholder of the common parts and their address for the service of notices is Carleton House, 266-268 Stratford Road, Shirley, Solihull, B90 3AD.

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, we will consult the relevant leaseholders.

### **Management Team**

#### Facilities Manager:

Robert Scott  
Johnson Fellows, Charter House, 163 Newhall Street, Birmingham, B3 1SW  
Direct Dial: 0121 234 0407  
Mobile: 07540 732 602  
Email: robert.scott@johnsonfellows.co.uk

Robert Scott is responsible for the repair and maintenance of the property and statutory compliance.

#### Management Surveyor:

Neil Wetherell  
Johnson Fellows, Charter House, 163 Newhall Street, Birmingham, B3 1SW  
Direct Dial: 0121 234 0406  
Mobile: 07836 313 914  
Email: neil.wetherell@johnsonfellows.co.uk

Neil Wetherell is responsible for the overall management of the property.

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## **Service Charge Apportionment**

The service charge operates for the common parts of the property. The apportionment percentages for each Freeholder are noted in Appendix A, Service Charge Apportionment.

Not all occupiers benefit from all services. For this reason, two service charge schedules are used, details of which are set out below.

### **Schedule 1 – All**

All freeholders contribute to the expenditure in Schedule 1.

### **Schedule 2 – Commercial**

Only the commercial freeholders contribute to Schedule 2, which contains only the commercial refuse costs.

## **Budget Commentary**

### ***SCHEDULE 1 – ALL***

***All figures are shown inclusive of VAT***

- **Management Fee** **£4,992**

This figure represents the fee to manage the property and administer the service charge. It is a fixed fee indexed linked annually to RPI.

- **S/C Audit Fees** **£3,000**

The Landlord and Tenant Act 1985 and RICS regulations require that service charge accounts are approved by independent qualified accountants. The accountants also maintain the Management Company's registered office and Company House records. This budget covers the accountant's fee.

- **Facilities Manager** **£1,076**

This budget provides for the Facilities Managers fee for contract administration. It is a fixed fee indexed linked annually to RPI.

- **Health & Safety** **£600**

The cost for an annual health & safety audit of the communal areas.

- **Electricity** **£2,500**

The contract cost for the communal electric supply serving the entrance gate and communal lighting. This has been increased significantly in view of rising electricity prices.

- **External Cleaning** **£5,500**

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The contract cost for cleaning the external common areas, seasonal cutting of grass and a provision for the removal of any fly tipping.

- **External Landscaping** **£2,500**

The costs for maintaining the soft landscaped areas quarterly and pruning of trees once a year.

- **Snow Clearance / Gritting** **£120**

A budget for replenishing the grit bins with rock salt.

- **Drainage** **£0**

No budget has been included for an annual flush of the surface water drains.

- **External Repairs and Maintenance** **£3,000**

Works required include:

1. Repairs to Warwick Road boundary wall - £7,400
2. Repairs to Ulverley Cres boundary wall - £2,860
3. Repair of the ACO drain channel in the basement car park - £9,420
4. Repair of the boundary retaining wall to the car park (subject to an insurance claim) – c£19,800

Works will be undertaken to the value of the budget and any contribution from the reserve fund authorised by the Directors.

- **Entrance Gate Maintenance** **£360**

The anticipated cost of a new maintenance contract.

- **Electrical Repair** **£360**

The budget reflects a contingency for any reactive repairs required during the year.

- **Building Insurance** **£300**

The premium for insuring the reinstatement of the common parts and property owners' liabilities.

There may be additional costs of Director and Officers liability insurance which have not been included in the budget.

- **Reserve Fund** **£0**

Due to other increased budget costs, there is no planned contribution to the reserve fund.

Should there be an underspend at the end of the service charge year, the underspend will be paid into the reserve fund.

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**Total**

**Schedule 1** **£24,308**

This budget is **inclusive** of VAT.

***SCHEDULE 2 – Commercial***

***All figures are shown inclusive of VAT***

- **Refuse Collection** **£2,500**

The contract cost for the disposal of commercial refuse.

**Total**

**Schedule 2** **£2,500**

This budget is **inclusive** of VAT.

**GRAND TOTAL** **£26,808**

.....  
Management Surveyor

.....  
Facilities Manager



## Appendix A

Olton Bridge 245 Warwick Road Olton Solihull (02153)

### **Service Charge Unit Percentages**

Recovery Group = sc

Reconciliation Period = 01/01/2023-31/12/2023

\*Amounts in gbp

<b>Unit</b>	<b>Tenant</b>	<b>Days</b>	<b>Schedule 1 - All</b>	<b>Schedule 2 - Refuse</b>
✓ 0001	<b>Unit 1 Olton Bridge Ltd</b>	365.00	14.65%	0.00%
✓ 0002	<b>Whittaker:AJ Bell (PP) Trustees Ltd &amp; MC (Original)</b>	365.00	13.73%	31.30%
✓ 0003	<b>Olton Bridge Mews Management Co. Ltd (Original)</b>	365.00	26.08%	0.00%
✓ 0004	<b>Maharg Investments Ltd (Original)</b>	365.00	15.19%	34.63%
✓ 0005	<b>Dove Property Investments Ltd (Original)</b>	365.00	15.41%	0.00%
✓ 0006	<b>Overton SIPP:The Andrew (Original)</b>	365.00	14.94%	34.06%
<b>Total</b>			<b>100.00%</b>	<b>100.00%</b>

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## Appendix B

Olton Bridge 245 Warwick Road Olton Solihull (02153)

### **Service Charge Budget Comparison**

Recovery Group = sc

Reconciliation Period = 01/01/2023-31/12/2023

\*Amounts in gbp

<b>Code</b>	<b>Description</b>	<b>Budget 2022</b>	<b>Budget 2023</b>	<b>Variance</b>	<b>%</b>
<b>1</b>	<b>Schedule 1</b>				
5100-0101	Management Fee	4,431.76	4,991.83	560.07	12.64%
5100-0203	S/C Audit Fees	2,700.00	3,000.00	300.00	11.11%
5100-0309	Facilities Manager	955.06	1,075.76	120.70	12.64%
5100-0402	Health & Safety	600.00	600.00	0.00	0.00%
5200-0501	Electricity	1,115.79	2,500.00	1,384.21	124.06%
5300-1002	External Cleaning	5,003.51	5,500.00	496.49	9.92%
5300-1009	External Landscaping	2,400.00	2,500.00	100.00	4.17%
5300-1010	Snow clearance / Gritting	120.00	120.00	0.00	0.00%
5300-1016	Drainage	0.00	0.00	0.00	N/A
5400-1502	External Repairs and maintenance	3,000.00	3,000.00	0.00	0.00%
5400-1528	Entrance Gate Maintenance	360.00	360.00	0.00	0.00%
5400-1535	Electrical Repair	360.00	360.00	0.00	0.00%
5600-1901	Building Insurance	300.00	300.00	0.00	0.00%
5700-2202	Reserve fund	1,200.00	0.00	-1,200.00	-100.00%
	<b>Schedule Total</b>	<b>22,546.12</b>	<b>24,307.59</b>	<b>1,761.47</b>	<b>7.81%</b>
<b>2</b>	<b>Schedule 2</b>				
5300-1014	Refuse collection	2,400.00	2,500.00	100.00	4.17%
	<b>Schedule Total</b>	<b>2,400.00</b>	<b>2,500.00</b>	<b>100.00</b>	<b>4.17%</b>
<b>TOTAL</b>		<b>24,946.12</b>	<b>26,807.59</b>	<b>1,861.47</b>	<b>7.46%</b>

## 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.