

# Marlborough Court

🏠 Owners' Handbook - 2018/19



📍 Southfields Road, Eastbourne, East Sussex BN21 1BT



Independence within a  
supportive community



## Local Pages

<b>Board of Directors</b>	<b>6</b>
<b>Managers</b>	<b>6</b>
<b>Rates and Charges</b>	<b>7</b>

## Introduction

<b>The Retirement Security Concept</b>	<b>10</b>
<b>Legal Arrangements</b>	<b>11</b>
Lease	11
Owners' Company	12
Management Agreement	12
Legal rights of Leaseholders	13
<b>Retirement Security Limited</b>	<b>13</b>

## Services

<b>Service Arrangements</b>	<b>16</b>
Alarm Call System	16
Alterations	16
Board of Directors	16
Car Parking	17
Common Rooms	17
Council Tax and Water Charges	17
Daily Checks	17
Door Chains and Locks	18
Dustbins	18
Electric Buggies / Electric Wheelchairs	18
Fund for Future Maintenance	18
Gardens	18
Guest Suite	19
Handyman	19
Hearing Aids	19
Heating	20
Insurance	20
Keys	21
Laundry	21
Maintenance and Repairs	22
Meals	23

Meters	23
Morning Call	23
Notice Board	23
Pendants	24
Pets	24
Post Box	24
Security	24
Service Charge	24
Smoking	25
Staff Cover	25
Telephone	25
Television	26
VAT Relief	26
Window Cleaning	26

<b>Fire Instructions</b>	<b>27</b>
--------------------------	-----------

<b>Compliments, Comments and Complaints Policy</b>	<b>27</b>
--	-----------

## Staffing

<b>Managers</b>	<b>30</b>
Manager	30
Duty Managers	30
Housekeeping Assistants	30
Additional Housekeeping Assistance	31
All Staff	31

<b>Trading with Staff and Contractors</b>	<b>32</b>
---	-----------

<b>Gratuities to Staff</b>	<b>32</b>
----------------------------	-----------

<b>Documents</b>	<b>32</b>
------------------	-----------

## Management

<b>The Management Services Provided By Retirement Security Limited</b>	<b>36</b>
Management Fee	36
Re-Sales	38
Transfer Premium	38

<b>List of Courts</b>	<b>39</b>
-----------------------	-----------

<b>Location Map</b>	<b>39</b>
---------------------	-----------



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Contact reception  
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**01323 749924**

# Local Pages

Within this section:

<a href="#">Board of Directors</a>	6
<a href="#">Managers</a>	6
<a href="#">Rates and Charges</a>	7

# Board of Directors

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## Board of Directors as at **1st April 2018**

Mr Derek Gausden	Director (Chairman)
Mrs Sandra Pheasant	Director (Vice Chairman)
Mrs Frances Lloyd	Director
Mr Edward Dickinson	Director
Mr John Coller	Director

# Managers

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## Court Manager - Tricia Wicks

The day-to-day management of the Court is the responsibility of the Manager, Mrs Tricia Wicks, who works 35 hours a week on behalf of the Court.

Mrs Tricia Wicks is generally available at the Court on Monday, Wednesday and Thursday, 10.00am to 3.00pm and at other times by appointment.

As well as responsibility for the day-to-day running of the court, the manager also has responsibility for re-sales, for which she is remunerated separately.

## Services Manager - Karon Swinburn

The Service Manager for Marlborough Court, who acts as Company Secretary and is the principal link with Retirement Security Ltd, is Karon Swinburn who visits Marlborough Court at least every 3 weeks and more often, if required.

As well as serving the Board of Directors, as their Secretary, the Services Manager also has responsibility for advising individual Owners, on a confidential basis with their entitlement to welfare benefits.

Any owner who wishes to see the Services Manager on any matter should leave a message in the Marlborough Court office, or else phone Retirement Security Ltd on

**0800 389 9384**



# Rates and Charges

## Rates & Charges for the Financial Year 1st April 2018 – 31st March 2019

The Service Charge	£
Per day	18.23
Per month (for standing order)	554.50

Guest Suite (per night)	
Single	40.00
Double	50.00
Extra Bed	2.00

### Meals

Owners' Lunch	Mon to Sat – 3 course lunch with tea/coffee	8.00
	Sunday – 4 course lunch with tea/coffee and a glass of sherry	10.50
Visitors Lunch	Mon to Sat – 3 course lunch with tea/coffee	10.00
	Sunday – 4 course lunch with tea/coffee and a glass of sherry	13.00
Supper		4.50

Delivery of tray meals will be charged at 15 minutes additional housekeeping assistance rate, dependant on the time of day, as detailed below

Laundry	£
Wash	2.80
Dry	2.80

Additional Housekeeping Assistance	
8.00am to 6.00pm (per hour)	10.76
6.00pm to 8.00am (per hour)	11.86

Additional Handyman Assistance	
(per hour)	10.44

Buggy Charge	(per month)	3.00
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Lounge



Dining Room





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# Introduction

Within this section:

<b>The Retirement Security Concept</b>	<b>10</b>
<b>Legal Arrangements</b>	<b>11</b>
Lease	11
Owners' Company	12
Management Agreement	12
Legal rights of Leaseholders	13
<b>Retirement Security Limited</b>	<b>13</b>

# The Retirement Security Concept

**The Retirement Security concept is to enable retired people to maintain their independence and to live in their own home for as long as possible. This is sometimes classified as Very Sheltered Housing.**

This is achieved by careful attention to the design of the buildings, which, amongst other things, makes all the communal facilities and all the rooms in the private dwellings easily accessible to everyone including anyone who may use a wheelchair. Careful attention is paid to detail, so that no steps or stairs have to be negotiated, sockets and switches are conveniently placed, and flooring is chosen with safety and ease of movement in mind. There is a speech alarm system accessible in every room of both the private dwellings and communal areas. Owners are at liberty to use the communal facilities as much or as little as they want.

The services are much greater than may be expected. There is a Manager, who works to ensure the smooth administration of the Court. In addition there is a team of Duty Managers one of whom is always present on site, day and night, although none of them lives on the premises. There is also a dining room where a substantial meal is available at a modest price every day for everyone who wishes to have it and meals can be taken to any Owner who is unwell.

In addition, a team of Housekeeping Assistants provides domestic assistance under the direction of the Duty Manager on duty. Every Owner pays for an allowance of domestic assistance each week, included in the Service Charge. Of this, 1½ hours is provided in the Owner's private dwelling and the remainder is at the disposal of the Duty Managers, for communal purposes.

Additional assistance can be provided at an additional charge if an owner wishes, subject to the availability of staff and by agreement with the Manager.

The Manager will be glad to discuss with any Owner how they can best be cared for and in conjunction with the Services Manager how this can best be paid for.

**All the staff at the Court are employed by a company that is owned and managed by the Owners themselves. The Owner of each dwelling holds one share in the Owners' Company and the Owners are the only shareholders. The Management is arranged to give Owners a real voice in decision making in the Court.**

The Owners themselves elect the Directors of the Company. This Owners' Company also takes decisions about day to day activities at the Court, repairs and improvements and the budget and service charges. They are advised and supported by Retirement Security Limited who also acts as the Company Secretary. The Directors also appoint their own accountant and surveyor and legal advice is available through Retirement Security Ltd.

# Legal Arrangements

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**There are three major legal documents involved in buying a dwelling at the Court and copies of these are sent to each purchaser's solicitor. Copies are available for reference from the Manager and also from Retirement Security Limited. These documents relate to each other and have to be considered as a whole but they can be described briefly as follows:**

**Retirement Security Limited has two subsidiaries Retirement Security (Reading) Limited and Retirement Security (Milton Keynes) Limited which are wholly owned by Retirement Security Limited.**

## **Lease**

This document grants the original purchaser a leasehold interest in the private dwelling for 125 years from 1999 and a share in the communal facilities, but it also contains an obligation to pay a share of the cost of the services. The lease may be sold on at the discretion of the leaseholder. The consent of Retirement Security Limited is also required, but this may not be unreasonably withheld. The lease sets out the rights and obligations of the individual Leaseholders (Owners) the Owners Management Company, Marlborough Court Ltd and the freeholder and Managing Agent, Retirement Security Ltd.



# Legal Arrangements

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The Lease may be terminated if any sums payable by leaseholders remain unpaid 21 days after becoming due or any covenant is breached. Leases cannot be terminated summarily (a court order is required) and Retirement Security Limited will always act reasonably before initiating the termination process (e.g. first seeking through dialogue to resolve any payment problems or breaches of covenants).

For the avoidance of doubt, the liability provisions of the Lease do not seek to exclude liability for death or injury caused to owners by the negligence of the Landlord or Management Company.

## **Owners' Company - Memorandum and Articles of Association**

A separate company, (Marlborough Court (Eastbourne)Limited), is established to provide the services at the Court. The only shareholders are the Owners of the private dwellings. Each dwelling is allocated one share. All the Service Charges are paid to this Company. Retirement Security Limited is appointed as Company Secretary to the Owners' company and undertakes the secretarial work, but has to account both to the Board of Directors of the Owners' company and the Annual General Meeting of shareholders.

## **Management Agreement**

This document is the agreement between the Owners' company and Retirement Security Limited who manage, in consultation with the Board of Directors, the affairs of the Owners' company to ensure that appropriate services are provided at the Court. The agreement can be terminated by 12 months notice on either side. In return, the Owners' company pays Retirement Security Limited a management fee and this increases in line with the increase in the State Retirement Pension each year.

In effect the Management Agreement delegates the responsibility for the day to day management of the affairs of the Owners' company to Retirement Security Limited acting in consultation with the Owners' Company. The formal role of the Directors of the Owners' Company, therefore, is almost all concentrated in the meetings of the Boards of Directors, the importance of which cannot be overstated as it is where all of the administrative strands come together.

The intention behind these arrangements is to ensure that ultimate decision-making rests with the Owners of the dwellings and that all the services provided are for their welfare.

## Legal rights of Leaseholders

Leaseholders have a number of legal rights under the Commonhold and Leasehold Reform Act 2002. These are briefly summarised as follows:

1. As the lease requires the payment of variable service charges, the leaseholder is entitled to know how these service charges are made up and to see the accounts on which they are based.
2. The law requires that the leaseholder must be consulted before the landlord carries out works above the value of £250 per dwelling or enters into a long-term contract (one for more than 12 months) for the provision of services.
3. The legislation provides protection to leaseholders in that demands for service charges must be reasonable. In the event that a leaseholder withholds the service charge, the Board of Directors of the Owners' Company have the right to charge interest on the unpaid amounts at the rate of 4% above base rate. Leaseholders are advised not to refuse to pay the service charges if they consider them to be unreasonable, but to apply to the Leasehold Valuation Tribunal to resolve the dispute.
4. As the service charge includes contributions towards insurance, the leaseholder is entitled to ask for a written summary of the current insurance cover, including the name of the insurer.

Further details of leaseholder' legal rights can be obtained from the ARHM on 020 7463 0660 ([www.arhm.org](http://www.arhm.org)) or The Leasehold Advisory Service on 020 7832 2500 ([www.lease-advice.org](http://www.lease-advice.org)).

## Retirement Security Limited

This private limited company was established in 1984 to develop and manage Very Sheltered Housing. The Company is registered in England and Wales (No. 01612921).

The registered office of Retirement Security Limited is:  
**18 Wood Street, Stratford upon Avon  
Warwickshire CV37 6JF**

T : 01789 292952 F : 01789 297234  
E : [info@retirementsecurity.co.uk](mailto:info@retirementsecurity.co.uk)  
[www.retirementsecurity.co.uk](http://www.retirementsecurity.co.uk)

Marlborough Court (Eastbourne) Limited is registered in England and Wales (No. 3910201) at the same address above.

Retirement Security Ltd is registered with the Housing Ombudsman Service (HOS):  
T : 0300 111 3000  
[www.housing-ombudsman.org.uk](http://www.housing-ombudsman.org.uk)

Retirement Security Ltd subscribes to Association of Retirement Housing Managers (ARHM)  
T : 020 7463 0660  
[www.arhm.org](http://www.arhm.org)

Retirement Security Ltd subscribes to the Associated Retirement Community Operators (ARCO) and aims to comply at all times with their consumer code.  
T : 020 3697 1204  
[www.arcouk.org](http://www.arcouk.org)



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# Services

## Within this section:

<b>Service Arrangements</b>	<b>16</b>	Maintenance and Repairs	22
Alarm Call System	16	Meals	23
Alterations	16	Meters	23
Board of Directors	16	Morning Call	23
Car Parking	17	Notice Board	23
Common Rooms	17	Pendants	24
Council Tax and Water Charges	17	Pets	24
Daily Checks	17	Post Box	24
Door Chains and Locks	18	Security	24
Dustbins	18	Service Charge	24
Electric Buggies / Electric Wheelchairs	18	Smoking	25
Fund for Future Maintenance	18	Staff Cover	25
Gardens	18	Telephone	25
Guest Suite	19	Television	26
Handyman	19	VAT Relief	26
Hearing Aids	19	Window Cleaning	26
Heating	20	<b>Fire Instructions</b>	<b>27</b>
Insurance	20	<b>Compliments, Comments and</b>	
Keys	21	<b>Complaints Policy</b>	<b>27</b>
Laundry	21		

# Service Arrangements

## Alarm Call System

An alarm call system is fitted in each dwelling and its maintenance is included in the Service Charge. There are red pull-cords in every room of the whole development and a red button is located in the hallway of each dwelling, enabling Owners to speak to the Duty Manager at any time, day or night. Owners are asked to restrict calls to emergencies only between 10.00pm - 8.00am.

## Alterations

Owners may not make any alteration, replacement, adjustment or renewal to their dwelling without the consent of the freeholder, Retirement Security Limited. Consent will not be unreasonably withheld. Any Owner who wishes to undertake any alteration, replacement, adjustment or renewal to their dwelling must in the first instance discuss it with the Manager. Safety and the welfare of the Owners will be a major consideration in reaching a decision. For example, to avoid falls by Owners, loft ladders may not be installed and Retirement Security Limited has a policy of only allowing the installation of level access showers. If the alteration, replacement, adjustment or renewal would impact upon other Owners, the views of the Owners' Company will be taken into account by the freeholder when making the decision about the proposal.

This is particularly relevant to the removal of the bath to install a shower, about which there is abundant evidence to show that "level access" showers are much more user-friendly and safer than showers which incorporate a step and would have insurance implications if Retirement Security Limited authorises a shower which subsequently is the cause of an accident.

Accordingly, Retirement Security Limited, as Freeholder will not give permission for the installation of a shower which incorporates a step.

It is understood that this may cause difficulty as many plumbers are still not familiar with the range of "Walk-in Showers" which are available and so Retirement Security Limited offers a free consultancy service on building alterations.

There is a form of application to be completed by the Owner which is available from the Manager. This form must be completed, and freeholder approval obtained, prior to any addition, alteration, replacement, adjustment or renewal within Owners' dwellings and communal areas. This would apply to any part or element other than personal or moveable chattels. Replacement would not include minor items such as light bulbs.

Owners considering an alteration to their dwelling should refer to Retirement Security Limited's guidance booklet available from the Court Manager, prior to contacting their chosen contractors. If in doubt, advice can be obtained from the Court Manager or the Services Manager.

## Board of Directors

A Board of Directors is elected by the Shareholders of the Owners' company. There are a maximum 5 Directors and a minimum of 4. One third of the Directors retire each year but may stand for re-election at the AGM. In the event that a vacancy occurs between AGMs, the remaining Directors may hold an Advisory Election or co-opt without an election until the next AGM.

The duties of a Director are established by the various Companies Acts and the Memorandum and Articles of Association of the Owners' Company. Nothing in this handbook is intended to contradict or limit anything set out in those legal documents, which are binding.



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Individual Directors will also find that they are expected by other Owners to have a representational role which they can discharge either by speaking to the Manager informally or by having an item included on the agenda of the Board Meeting, but it would be inappropriate for an individual Director to give instructions to another member of the staff.

A more detailed document regarding the role of the Directors can be obtained from the Court Manager, or from Retirement Security Limited. Retirement Security Limited are happy to advise current Directors, or Owners considering standing for election as a Director, about the role and duties involved.

### **Car Parking**

Free car parking is provided in the spaces available.

### **Common Rooms**

The use, furnishing, heating, decoration and cleaning of all the communal areas is covered in the Service Charge. The communal rooms may also be available for hire. For information, please contact the Manager.

### **Council Tax and Water Charges**

The Service Charge covers water charges for the communal areas. Owners are responsible for the Council Tax and water charges on their own dwelling. The Services Manager will advise and assist with claims for financial assistance.

### **Daily Checks**

It is the policy of the Court to check on a daily basis that each Owner is safe and well. This is done by placing a courtesy call sometime after 4.00pm each day to any Owner who has not been seen by, or had contact with, staff during the earlier part of the day.

If any Owner does not wish to receive this courtesy call in the event that no-one has been seen or heard from them, they are requested to sign a disclaimer, certifying that this is their wish. All disclaimers will be reviewed at minimum on a 6 monthly basis and the Owner requested to sign a new disclaimer if it remains their wish not to be contacted.

Please note that this disclaimer does not exclude the Owner from receiving a response in the event of using the emergency call system, or exclude the Owner from receiving contact if the Duty Manager has reason to be concerned about their safety or welfare. In these eventualities, the Duty Manager is bound to ensure the Owner's welfare regardless of any disclaimer having been signed.

In case of an emergency it is necessary for the Duty Manager to know whether a dwelling is inhabited during the night. Owners should notify the Duty Manager when they are to be absent for one night or more.

# Service Arrangements

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## Door Chains and Locks

The door chain currently fitted is specifically designed to allow staff to gain entry using a key. Additional door security chains and locks may not be added or locks changed to an Owner's dwelling since this would prevent access by the emergency services and staff in case of an emergency and could make the Owner liable for the cost of any resulting damage such as a fire or a flood.

## Dustbins

There is a bin area, which is available to the Owners. For everyday use, most Owners use a domestic pedal bin with plastic liners. Owners are asked to place all rubbish in the communal bin store. They are asked to notify the office if larger items need to be removed, such as packaging and boxes.

## Electric Buggies/Electric Wheelchairs

There are Health and Safety considerations and restrictions regarding the storage and charging of electric buggies at the Court. Owners are advised to obtain a copy of the guidance notes and discuss these with the Manager prior to purchasing an electric buggy.

It is requested that buggies are reversed into lifts to ensure the safety of others when exiting the lift.

For information about the insurance of Electric Buggies, please see the section on insurance page 20.

## Fund for Future Maintenance

A proportion of the Service Charge is set aside for future repairs and refurbishment, as prescribed by the lease. It forms part of the funds of the Owners' company and is shown in the accounts. It is invested on behalf of and can only be spent for the benefit of the Court. This fund is for future repairs and it is in the interest of current Owners to ensure it is maintained at the level recommended by the Court Surveyor, since the resale value of individual dwellings is adversely affected if there are insufficient funds available to carry out future repairs as they arise.

Fund for Future Maintenance value at year ended 31st March 2017 was £366,849. Future liabilities are assessed regularly by the Court Surveyor. If the fund is insufficient to cover any costs they will be recovered from owners through the Service Charge.

## Gardens

The communal gardens, including shrubs and planters throughout the courtyards and walkways, belong to all the Owners and are maintained by the Gardener. Individual Owners must obtain permission from the Owners' Company before altering the planting scheme.

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### **Guest Suite**

There is a double guest room with en-suite shower and bathroom. Owners may book this for their guests at a charge, the amount of which is set by the Owners' company. A light breakfast is also provided. The Duty Manager makes bookings, subject to availability. The Owner making the booking will be responsible for any consequential costs.

Pets are not allowed in the guest suite.

Arrangements can also be made for Owners to stay in the guest suites at the other Courts should they wish. Please consult the Manager or the Duty Manager.

### **Handyman**

A Handyman is engaged to carry out everyday repairs in the communal areas and he will also do work for Owners at a price to be agreed with the Manager for each job, payable by Owners through the accounts of the Court. Contact with the Handyman may be made through the Duty Manager who also has information about a plumber and an electrician.

### **Hearing Aids**

The Court asks Owners who are hard of hearing to ensure that their hearing aids are checked regularly and to install a suitable system within their apartment to enable them to listen to the TV and radio without have to raise the volume.



# Service Arrangements

## Heating

Heating in the communal areas and servicing of communal gas appliances is included in the Service Charge. In individual dwellings a gas boiler provides heat and hot water. Owners are responsible for the gas boilers in their own dwellings and must ensure that it is serviced at least annually by a gas fitter, registered under the Gas Safety Register. Details of maintenance contracts can be obtained from the Manager.

## Insurance

Owners often ask questions about the details of insurance and the following is a brief resume of insurance cover prepared in consultation with the insurance brokers used by Retirement Security Limited.

- **Buildings Insurance**

The Service Charge includes comprehensive insurance cover for all the business activities of the Owners' Company, such as Public and Employers' liability, money and frozen food belonging to the Owners' Company, engineering and directors' liability as well as the contents of the communal areas and the structural parts of all the buildings at the development (including the Owners' dwellings).

The buildings insurance covers all the usual risks, including accidental damage, but Owners should be clear that these do not include damage arising simply through wear and tear. In-built fixtures (known as landlord's fixtures and fittings) such as sanitary ware, kitchen units and fitted wardrobes as well as internal decorations within all dwellings are also covered under the buildings insurance maintained by the Owners' Company. All insurance claims are subject to a £250 excess.

- **Contents Insurance for Owners**

Owners are responsible for obtaining their own policy for contents insurance, which should cover all of their personal possessions including furniture, carpets and curtains. (Summary definition – anything the Owner would take away with them if they sold the dwelling). It is important to remember that some possessions of a valuable nature will need to be declared and specified separately for the insurance company.

Even if an Owner does not feel that the value of their contents justifies the expenditure, it is strongly recommended that a contents insurance policy is taken out as it is usual that a contents only policy will also include a liability extension which will indemnify the Owner against any miscellaneous claims brought against them by third parties for damages they may cause whether in their own home or outside. However, it is the responsibility of individual Owners to check this liability extension is included in their policy.

- **Owners' Buggies/Electric Wheelchairs**

Owners are advised that the Court insurance does not cover them for any accidents or damage either within the building or the grounds of the Court.

Owners are strongly recommended to take out insurance cover on the buggy/wheelchair that includes liability cover for the use of it by the Owner or anyone else who has permission to do so.

This cover can usually be obtained as an extension to the Owners' contents insurance but needs to be specifically requested. If the

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Owners' insurance company cannot provide cover the Manager can advise on companies that specialise in this cover.

Owners use the recharging facilities for their buggies and electric wheelchairs at their own risk. The Court insurance does not offer cover.

Retirement Security Limited has been advised that for the purposes of this statement, buggies and electric wheelchairs are mobility equipment with a maximum speed of 8 mph and a value not exceeding £5,000. More substantial vehicles will need to be separately insured.

Buggies are not to be stored in corridors or in any areas that the Owners' Company designates as unsuitable.

- **Additional Points**

Owners must ensure that their contents insurance covers their personal possessions for water damage through burst pipes and accidental damage.

Owners are responsible for the maintenance of all items within the walls of their dwelling as defined in the lease. (The Manager has a copy of the specimen lease available in the office).

If an insurance claim arises from an incident that involves an item Owners are responsible for maintaining, the cost of repair to that item will not be met. However, the insurance will cover the cost of all other damage to the building or other furniture and equipment in the communal areas, resulting from the incident that led to the claim.

All Owners must contact the Manager immediately if they believe they have an individual claim on the insurance of the Owners' Company.

Owners should make their own arrangement for contents insurance. Several providers offer specialist cover for retirement properties.

### **Keys**

Each Owner's front door key will also open all outside doors and entrance gates.

Duplicate keys must only be obtained from the Manager.

### **Laundry**

There is a laundry room equipped with washing and drying machines, payable by Owners through the accounts of the Court, and the proceeds of which belong to the Owners' funds. Owners' washing can be done by the Housekeeping Assistants for whom a charge will be made.

# Service Arrangements

## Maintenance and Repairs

The Owners' company is responsible (under the terms of the leases) for the maintenance, repair and upkeep of all parts of the development other than the internal parts of the individual Owners' dwellings. This responsibility extends not only to the structural parts (main walls, roofs, foundations, timbers etc) of all buildings (including the Owners' dwelling) but also to the internal parts of all common and communal areas within those buildings and all external hard and soft landscaped areas. All the Owners share these costs through the Service Charge.

Owners are responsible for the maintenance and repair of the internal parts of their own dwelling and the fixtures and fittings situated within it, as defined within the lease.

Owners are also responsible for ensuring that their own dwelling is maintained in good decorative order and that it is decorated at least once every five years in accordance with the lease.

Under the terms of the lease, responsibility for day-to-day maintenance, repair and (where necessary) replacement of the windows and window frames of individual Owners' dwellings (including sealed double glazing units) rests with the individual Owners.

The following are the responsibility of the Owners' company.

- The redecoration and re-furnishing of the communal areas
- Maintenance contracts and equipment
- All items of building maintenance except the window frames and glass in the private dwellings.

All repairs for which the Owners' Company is responsible should be reported to the Manager, or in his/her absence, the Duty Manager. Urgent repairs will be dealt with as such. Non-urgent repairs may be grouped in the interests of economy.

- **Court Surveyor**

The Court Surveyor is employed by the Owners' Management Company for the provision of expert and impartial advice on all aspects of land, property and construction matters. The Court Surveyor can provide a range of services including design, specification and supervision through to delivery of maintenance works.

The role of the Court Surveyor is to assist in the property management and maintenance obligations of the Owners' Management Company including a detailed review every five years of the life cycle costs likely to be incurred on maintenance and repairs throughout the life of the Court. This exercise informs the annual sum to be set aside to build up the Court's Fund For Future Maintenance. This is reviewed annually by the Court surveyor together with a review and identification of works and on-going servicing and testing necessary to ensure the Court remains in good repair.

The Chairman of Retirement Security Limited, or a member of Retirement Security's staff appointed by the Chairman is the freeholder's representative on all aspects of land, property and construction matters including health and safety and acts as a consultant to the Court Surveyor. A member of Retirement Security's staff and the Court Surveyor will often work in liaison on major projects and major reviews.

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- **Court Design Services**

Retirement Security Limited employs a professional designer who is available to provide advice and support to the Owners' Company on all aspects of interior design work in respect to the communal areas of the Court. Courts are free to employ their own designer if they wish but the services of the Retirement Security designer will normally be available at no charge.

In the event of a major refurbishment project Retirement Security Limited may advise that additional professional support is required but any such appointment would only be made in consultation with the Owners' company.

- **Section 20 Consultation**

Owners will from time to time be consulted under the provisions of Section 20 of the Landlord and Tenant Act 1985 (as amended) (the 1985 Act'). This provides that the Owners' Management Company must consult Owners (leaseholders at the Court) who are required under the terms of their leases to contribute (by payment of service charges) to costs incurred on qualifying works carried out to fulfil the Owners' Management Company's repair and maintenance obligations at the Court (e.g., works to the Common Parts), and where the contribution of any one leaseholder will exceed £250.

'Qualifying works' are defined by Section 20ZA of the 1985 Act as 'works on a building or any other premises' - that is, works of repair, maintenance or improvement.

Section 20 consultation is also required for long term agreements of more than 12 months and amounts of more than £100 per annum for any one leaseholder.

### **Meals**

Meals are not included in the Service Charge. However, a substantial meal is available to be purchased every day, usually at lunchtime, in the dining room. Guests are always welcome and any special dietary requirements will be catered for. A meal will be taken to anyone who is unwell.

Owners are asked to book meals at least twenty-four hours before they are required, but every effort will be made to accommodate late requests. Bookings for Sunday lunch should be made by 9.00 p.m. on Thursdays. Meals not cancelled twenty-four hours in advance have to be paid for. Morning coffee, afternoon tea and evening drinks are served in the lounge on request to the Duty Manager. Sandwiches and light snacks are available by booking with the office. Efforts will be made to accommodate such requests at all times. See Local Pages for rates.

### **Meters**

There are individual water, gas and electricity meters for each dwelling. The water meter is inside the dwelling. The gas meters are in the grounds and although they are accessible to individual Owners', they are best read by the Handyman. The electricity meters are in a wall panel outside each dwelling.

### **Morning Call**

Any Owner who wishes to have a morning call after 8.00am should inform the Duty Manager.

### **Notice Board**

The notice board in the reception area is for everyone's use. It is used for displaying menus, information on social events and notices regarding meetings, etc., but so that it can be kept tidy and up-to-date, anyone wishing to display a notice should consult the Duty Manager.

# Service Arrangements

## Pendants

Pendants are available for the more vulnerable. Further information may be obtained from the Manager.

## Pets

The lease states that Owners may keep 'domestic animals', pets, providing they are not a nuisance. They must not be taken into the communal areas and dogs must be kept on a lead. Owners must take full responsibility for the care and exercise of their pets, and dogs and cats must not foul the Court gardens or walkways. Any fouling must be cleaned up.

## Post Box

A post box is situated in the reception area and is emptied as a courtesy gesture after 3.00pm daily. Stamps are available from the Duty Manager.

## Security

The main entrance doors are generally kept locked and Owners have keys to these, but visitors will need to contact the Duty Manager for admission by pressing the button on the front door. All visitors, including Owners' friends, relatives, carers, tradesmen etc. are asked to sign the visitors' book, both on arrival and departure. The Duty Manager will ensure that all doors are locked at dusk each evening, but Owners are asked to ensure that their own dwellings are secure every time they go out.

Owners who detect anything suspicious should contact the Duty Manager by pulling the alarm cord in their dwelling. Owners going away on holiday, even for just an overnight stay, should let the Duty Manager know.

The Court has CCTV installed for added security.

## Service Charge

The Service Charge is agreed by the Board of Directors prior to the beginning of each financial year. If there were any reason to propose a greater percentage increase in the Service Charge than the annual percentage increase in the State Retirement Pension, this would only be adopted if there was an affirmative vote at an Extraordinary General Meeting of the Shareholders.

Approximately two-thirds of the income from the Service Charge goes to pay the salaries of the Manager, Duty Managers and Housekeeping Assistants, who are able to provide an extensive service to Owners. The Service Charge covers the cost of the weekly one and a half hours housekeeping assistance provided to each dwelling, as well as the equivalent of one hour per dwelling to service the communal areas. The costs of employing a Gardener, a Handyman, and all ancillary services such as external window cleaning etc. are met by the Service Charge.

The Service Charge also covers comprehensive insurance of the buildings and Public and Employers Liability, general routine maintenance of the buildings, equipment and grounds, electricity, gas and water charges for the communal areas and general office administration expenses, including audit and accountancy fees.

The Service Charge does not include the internal decoration, maintenance and repair of the private apartments, nor the Owners' electricity, gas and water charges. All of these and other costs associated with living in your own home, such as telephone, are the responsibility of the Owners.

The Service Charge also contributes a significant amount each year to a Fund for Future Maintenance, which covers the cost of all major maintenance work and periodic refurbishment of the communal areas. See page 7 for rates.



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### **The Service Charge includes:**

- All items of building maintenance (except page 22 - maintenance and repairs)
- The redecoration and re-furnishing of the communal areas
- Maintenance contracts and equipment
- Regular cleaning of external windows and the internal windows of the communal areas
- A management fee to cover the management services provided by Retirement Security Limited.

Under the terms of the lease, Retirement Security Limited has the responsibility for ensuring that the Service Charge is sufficient to meet the full cost of the services.

Any surplus or deficit in the Service Charge Budget at the end of each financial year is taken into account in setting the Service Charge Budget for the following year. The lease enables the Owners' Company to transfer any surplus to the Fund for Future Maintenance and to require owners to make payment to cover any deficit.

Where there is any significant failure to provide a service covered by the Service Charge, alternative arrangements will be made and/or underspend will be taken into account in setting the Service Charge budget for the following year.

The Service Charge is still payable under the terms of the lease if the property becomes vacant prior to sale.

Quarterly accounts of the Owners' company are presented to the Board of Directors of the Owners' company and the annual accounts have to be approved at the Annual General Meeting held every autumn at which every shareholder has the right to be present and vote.

A draft Service Charge Budget is prepared for consideration, discussion and approval at a meeting of all owners early in the New Year. Owners are formally notified of the Service Charge for the next financial year well in advance of 1st April each year.

In addition Retirement Security Limited takes no commission from companies with whom it organises contracts for the Courts. Furthermore no ground rent is charged.

### **Smoking**

The smokefree law does not apply to the private apartment, but in the event that an Owner smokes, a Health & Safety risk assessment will need to be undertaken and an agreement reached with the Owner about how best to minimise the risk to staff coming into the property to carry out a service clean or other duties. Smoking is not allowed in communal areas.

### **Staff Cover**

The premises are never left unattended. There is a Duty Manager on site and on call day and night. Between 10.00pm – 8.00am, it is expected that the Duty Manager will only be called in case of emergency. The Court will cover the cost of emergency call outs. Please see the local pages for charges.

### **Telephone**

There is a telephone connection point in the lounge and main bedroom of each private dwelling, to enable Owners to have a private telephone installed at normal telephone company rates.

# Service Arrangements

## Television

Each private dwelling has an aerial point in both the lounge and main bedroom, connected to a communal aerial. Owners are responsible for their own television licences. Anyone over 75 years is entitled to a free television licence. Sky Satellite Television is available at an additional cost. Further information may be obtained from the Manager.

## VAT Relief

### VAT

A person who has a physical or mental impairment which has a substantial effect on their ability to carry out everyday tasks and a person who has a chronic illness (e.g. Diabetes) or a person who is terminally ill can claim VAT relief on the following goods and services. Relief is not automatically available to a person who is elderly and/or frail.

In the event of difficulty or advice about claiming VAT relief, advice can be obtained from the Manager or the Services Manager.

### What kind of goods can be relieved of VAT?

- i) Specially designed footwear, clothing and wigs
- ii) Artificial limbs and joints
- iii) Wheelchairs and walking frames
- iv) Adjustable beds designed specifically for invalids
- v) Commode chairs, stools and frames designed for sitting over or rising from sanitary appliances
- vi) Chair or stair lifts
- vii) Hoists or lifters designed for use by invalids

- viii) Specially adapted or designed motor vehicles
- ix) Incontinence products
- x) TENS machines
- xi) Low vision aids (not spectacles or contact lenses)

### What kind of services can be relieved of VAT?

- i) The lease of specially adapted or designed motor vehicles or any vehicle under the Motability scheme
- ii) Installation of relieved goods
- iii) Repair or maintenance of relieved goods
- iv) The construction of ramps and the widening of doorways or passages (including widening rooms)
- v) Providing, extending or adapting a bathroom, washroom or lavatory

### How does the supplier know to charge a VAT free price?

A written declaration of eligibility is usually required by suppliers in advance of making the sale. Most suppliers of eligible goods will have the pre-printed declarations.

## Window Cleaning

The inside of the windows of the private dwellings are cleaned by the Housekeeping Assistants as part of the ordinary service arrangements. Other arrangements are made to clean the inside of the windows in the communal areas and all of the outside windows. This cost is included in the Service Charge.

# Fire Instructions

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A STAY PUT policy is in operation at the Court. The basis of this policy is that Owners should stay put in their dwellings if they hear a fire alarm and assuming that the cause of the alarm is not their dwelling. In the event of a fire, further instructions will be given by Court Management on advice from the local Fire Service.

Should the local Fire Service decide that an evacuation is necessary the evacuation will be managed by them and they will guide and instruct as necessary.

Other instructions will be in place if an Owner hears the alarm and they are within the Court's communal areas. These instructions will refer to a safe place and will require Owners, visitors and staff not to use the lifts or stairs.

Specific instructions and relevant procedural notes are reviewed on a regular basis. Owners are referred to information which is distributed by

Court Management by the following means: **by hand to Owners and visitors, displayed on notice boards and posted around the Court where necessary.**

All instructions and relevant procedural notes cover the following scenarios:

- Owners in a private dwelling who are alerted to a fire elsewhere in the building, or if the fire alarm activates.
- Owners who are within the building but not in a private dwelling (i.e. communal areas), and the fire alarm activates or they discover a fire.

**The same instructions would apply to all visitors and staff.**

All of the above are available on request to the Court Manager. In addition to the above each Court will have a Court Fire Policy and a set of Court Fire Procedures.

# Compliments, Comments and Complaints Policy

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The intention is that Owners should receive the best possible service, and their compliments, complaints, comments and suggestions are always welcome.

If an Owner or their relative is unhappy with something that has been done or failed to be done, this will be investigated and any reasonable criticism will be addressed.

In most cases the problem or complaint can be resolved directly with the member of staff providing the service. If the Owner is not satisfied the matter has been resolved, he or she can take things further by using the Complaints Procedure.

The procedure, which is managed by Retirement Security Limited's Director of Services at the address given below, is a requirement of law.

If Retirement Security Limited is unable to resolve a complaint relating to housing or other non-care matter to your satisfaction you may refer the matter to the Housing Ombudsman. Similarly, owners can refer any unresolved complaints about the care services from their care provider to the Local Government (Social Care) Ombudsman.

A full copy of the complaints procedure is available from the Court or from the address below.

Head of Services  
Retirement Security Limited  
18 Wood Street  
Stratford-Upon-Avon CV37 6JF

The procedure is also available on the website at [www.retirementsecurity.co.uk](http://www.retirementsecurity.co.uk)



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**01323 749924**

# Staffing

Within this section:

<b>Managers</b>	<b>30</b>
Manager	30
Duty Managers	30
Housekeeping Assistants	30
Additional Housekeeping Assistance	31
All Staff	31
<b>Trading with Staff and Contractors</b>	<b>32</b>
<b>Gratuities to Staff</b>	<b>32</b>
<b>Documents</b>	<b>32</b>

# Managers

## Manager

The day-to-day management of the Court is the responsibility of the Manager who works 35 hours a week. A Services Manager from Retirement Security Limited supervises the Manager in consultation with the Board of Directors. The Services Manager and the Manager make reports on performance and Court matters to the Board of Directors.

The principal duties of the Manager are:

- **Finance**  
To ensure that the finances of the Owners' company are in good order, in accordance with agreed decisions.
- **Staffing**  
To supervise the staff of the Owners' company and contractors. To ensure that all of the personnel documentation is in good order and in conjunction with the Directors of the company and Retirement Security Limited to appoint staff in accordance with the authorised establishment.
- **Maintenance**  
To ensure that the buildings and grounds are maintained in good order.
- **Re-sales**  
To assist in the re-sale of vacant dwellings. The cost of this is met by Retirement Security Limited and is in addition to the Manager's contracted hours and for which the Manager is separately remunerated.
- **Welfare of Owners**  
To promote the welfare of Owners, making whatever arrangements are required for their social life and ensuring they receive the benefits to which they are entitled.

## Duty Managers

There are five Duty Managers but only one is present at a time. The Duty Managers work closely with the Manager to ensure the smooth running of all aspects of the Court and are given individual responsibilities for specialist activities under the direction of the Manager.

The Duty Managers are responsible for the day-to-day supervision of the Housekeeping Assistants, Cooks, Gardener and Handyman.

## Housekeeping Assistants

The Duty Manager in consultation with the Owners establishes the exact duties of the Housekeeping Assistants. Their responsibilities are:

- To undertake those domestic duties which the individual Owner requests for up to 1½ hours per week, as part of the basic service arrangement, to maintain the dwelling in good order. Service Cleans are not provided on Christmas Day, Boxing Day or New Years Day.
- To undertake additional housekeeping assistance, as required by the Owners and agreed with the Manager and Duty Managers.
- To ensure the vacant dwellings for resale are maintained in good order.

In the event of any difficulty between an Owner and a Housekeeping Assistant reference should be made to the Duty Manager.

In addition, the basic Service Charge includes an allowance of 66 hours a week of domestic assistance, to be at the disposal of the Duty Manager for services in the communal areas.

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### **Additional Housekeeping Assistance**

If an Owner needs more help than is provided for in the basic Service Charge, this can be supplied by arrangement with the Manager. This is subject to availability of staff and discussion with the Manager. The costs are listed in the Local Pages.

Because the hours of the staff have to be extended; it is necessary to give four weeks notice of cancellation and Owners requiring the service are asked to sign a written contract.

Where Owners require the help of Housekeeping Assistants on social outings, or as escorts (e.g. to hospital appointments), the hourly rate for additional help will be charged.

If there is any difficulty in paying for additional housekeeping assistance, the Manager is usually able to advise. In case of emergency, every effort will be made to provide an immediate service.

### **All Staff**

Members of staff are not allowed to undertake planned personal or clinical care.



## Trading With Staff and Contractors

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To protect Owners (and staff) from any danger of exploitation, all members of staff and contractors employed by the Owners' company are explicitly forbidden to trade direct with Owners.

If, therefore, an Owner wishes to engage in a transaction with a member of staff or a contractor employed by the Owners' company, the Manager, on behalf of the Owners' company, will issue an Invoice to the Owner and the full proceeds, apart from any taxes, will be given to the member of staff, or contractor.

Owners are particularly asked to comply with this arrangement as it is for the protection of more frail Owners.

## Gratuities to Staff

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In order to protect the Owners against any suggestion that they are expected to give gratuities to individual members of staff and to avoid misunderstandings, the Contract of Employment of each member of staff expressly forbids them to accept personal presents from the Owners, either in cash or in kind, including legacies, or to engage in paid employment for an Owner except as an employee of the Owners' company. If any member of staff does accept gratuities or gifts they will be dismissed

As it is embarrassing to have to refuse a gift, the Owners are asked not to offer individual gifts or money to members of staff.

The only exception is at Christmas when Owners may contribute to a staff collection. It is advisable for the collection to be made by a group of Owners acting in their personal capacity in which case the full value of the collection will be distributed to the staff. Alternatively, if a collection is made by anyone acting on behalf of the Management Company, then payments must be made via the Court payroll system in order to ensure that national insurance and taxation are properly accounted for.

## Documents

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Staff are not allowed to sign or witness any document or letters on behalf of or at the request of an Owner or relative of an Owner.







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# Management

Within this section:

<b>The Management Services Provided By Retirement Security Limited</b>	<b>36</b>
Management Fee	36
Re-Sales	38
Transfer Premium	38
<b>List of Courts</b>	<b>39</b>
<b>Location Map</b>	<b>39</b>

# The Management Services Provided by Retirement Security Limited

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## Management Fee

The work undertaken by Retirement Security Ltd in exchange for the management fee paid out of the Service Charge is as follows

## Company Secretary Work

- All business of the Board of Directors
- Preparation of the Board Papers
- Preparation of the Minutes
- Implementation of Board decisions
- Election of the Directors and Returns to Companies House.
- Maintenance of the Shareholders Register for the Owners Company

## Owners Handbooks

- Preparation, in co-ordination with the Owners' Companies, production and payment for the Owners' Handbooks.

## Staffing Matters

- In consultation with the Owners Company, the recruitment, supervision and training of the Owners' Company staff and all employee documentation in accordance with the Employee Handbook and in liaison with Human Resources (HR) Consultants who provide Insurance cover, at the expense of RSL in respect of awards by Employment Tribunals
- Responsible to the Board of Directors for all disciplinary matters

## Management Accounts

- Liaison with the Court Accountant in the provision of the quarterly management accounts, the statutory accounts and any difficulties with the monthly payroll. This ensures that the payment to the Court Accountant is kept to a minimum.
- Formulation of the Service Charge Budget, in consultation with the Owners Company Board of Directors.

## Welfare Benefits For Existing Owners

- Monitoring the entitlement of existing Owners to welfare benefits to both non-means tested benefits such as Attendance Allowance and means tested benefits such as Pension Credit and Council Tax Benefit.
- In the case of Attendance Allowance, this means assistance with completing the application form and, if necessary assisting with an appeal. In the case of Pension Credit, this involves an annual application to the Pension Service for over 150 leaseholders and assistance with appeals up to High Court level

## Building Matters

- Liaison with Court Surveyor, particularly with regard to life-time costings and quinquennial and annual reviews. This ensures that the Court Surveyor costs are kept to a minimum.
- Liaison with Court Surveyor in obtaining Estimates for remedial work and the supervision of that work.

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### Arranging Insurance For The Owners Company

- No commission charged either for arranging the Policy or assistance in administering claims.

It is not possible to attribute a separate cost to each item, because the pattern of work changes constantly.

The legal basis for the management fee is in the management agreement between the Owners' Company and Retirement Security Ltd.

The only official indicator for the amount of the management fee is the figure for Housing Associations, published by the Tenant Services Authority (TSA), now replaced by the Homes and Community Agency (HCA), which authorised a management charge inclusive of VAT, which equates to £493 in 2017/18. However, Housing Associations also make other administrative and management charges, whereas RSL make no additional charges.



# The Management Services Provided by Retirement Security Limited

## Re-Sales

There are no restrictions on who dwellings may be sold to although some local authorities impose an age threshold as part of their planning system. However, Retirement Security Limited as Freeholder has to consent to the assignment of the lease, although that consent may not be unreasonably withheld. If the Court Manager or the Services Manager believe a potential Owner would not be able to manage safely in very sheltered accommodation of this type then that consent will be withheld.

The Head Leaseholder, Retirement Security Limited requires that any dwelling shall be fully cleared and redecorated, repaired and/or reinstated as necessary, so that it is left in pristine condition before re-sale.

## Transfer Premium

A proportion of the gross proceeds of the sale of the dwelling is payable to Retirement Security Limited each time an Owner sells on or transfers ownership of his/her dwelling. This is the Transfer Premium. The calculation of the Transfer Premium is based on when the transfer takes place as follows:

- Up to 1 year from purchase = 1% of the gross proceeds of sale
- Between 1 year and 2 years from purchase = 2% of the gross proceeds of sale
- 2 years or more from purchase = 3% of the gross proceeds of sale
- Maximum 3% after the property has been owned for over 2 years

Retirement Security Ltd have agreed in addition to the above, If a transfer takes place within six months from the first purchase or most recent transfer, a transfer premium will not be charged.

For example, the table below shows the Transfer Premium payments for a property with a sale price of £150,000.

Period	Charge Rate	Transfer Premium	Net Proceeds for a sale price of £150,000
Less than 6 months	0%	0	£150,000
6 months to 1 year	1%	£1,500	£148,500
1 to 2 years	2%	£3,000	£147,000
2 years or more	3%	£4,500	£145,500

If you would like an illustration for any other sale price, please ask the Court Manager.

The services provided for the transfer premiums are as follows:

### Re-sales

- Provision of advertising and re-sales material
- Financial support for re-sales events
- Sales bonus for managers and duty managers
- Furnishing a Show Flat where necessary
- Provision of 7 free meals and additional housekeeping assistance and handyman time for all new Owners

### Ground Rents

- No Ground Rents

### No Supervision Fees in Respect Of

- Freeholder inspections
- Freeholder approval for alterations

Transfer Premium are only charged when there is a sale by a Leaseholder to a new Owner.

### No Transfer Premium Charged

When there is a legal change of Ownership within the family or an Owner moves from one Court to another.

# List of Courts and Location Map

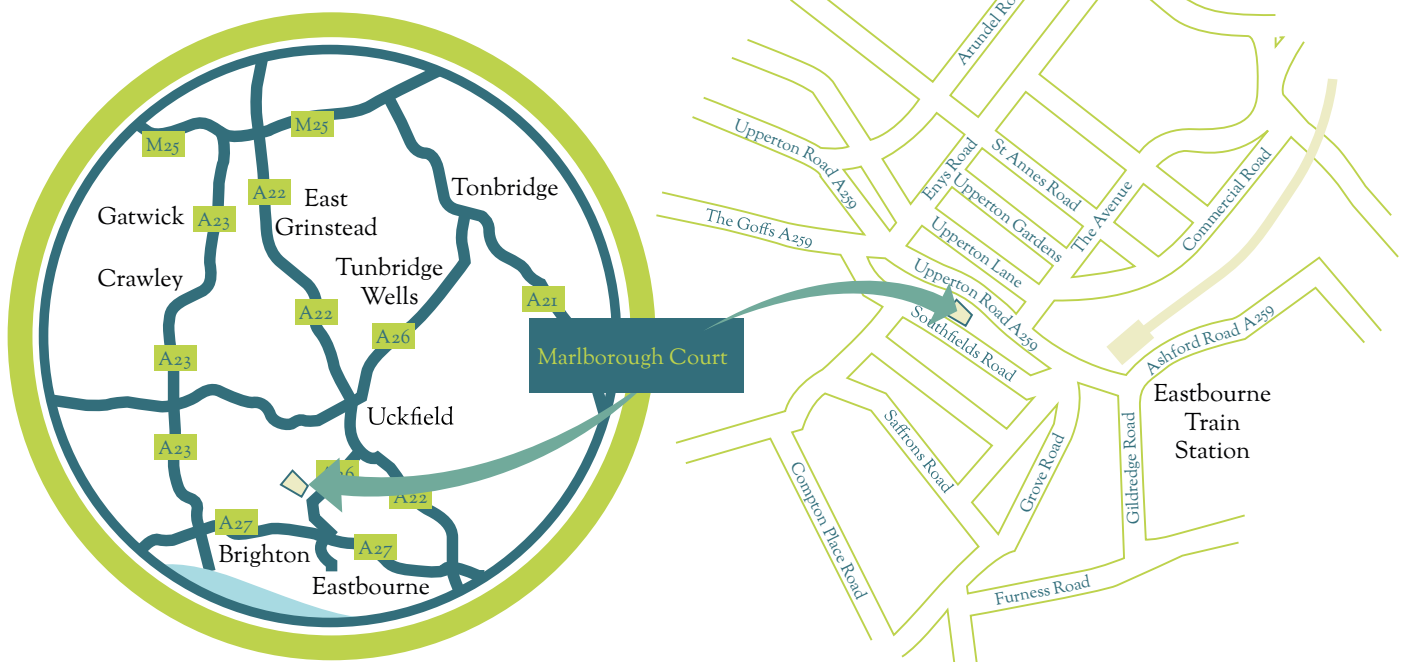
Ashby Court, Hinckley	01455 250 469	Greyfriars Court, Lewes	01273 472201
Blake Court, Winchmore Hill	020 8360 2622	Kennet Court, Wokingham	0118 977 1501
Blundellsands Classic, near Liverpool	0151 932 9824	Margaret Court, Stratford-upon-Avon	01789 412900
Boat Lane Court, Manchester	0161 945 7064	Marlborough Court, Eastbourne	01323 749924
Bowling Green Court, Chester	01244 348757	Melton Court, Poole	01202 766556
Burcot Court, Sutton Coldfield	0121 323 4546	Minster Court, Lincoln	01522 521212
Bushmead Court, Luton	01582 481455	Oaktree Court, Milton Keynes	01908 608619
Carrs Court, Wilmslow	01625 522988	Osborne Court, Port Sunlight, Wirral	0151 643 8602
Cathedral Green Court, Peterborough	01733 201400	Pinner Court, Harborne, Birmingham	0121 426 4554
Deerhurst Court, Solihull	0121 709 0782	Plymouth Court, Redditch	01527 404446
Elizabeth Court, Salisbury	01722 336451	Priory Court, Liverpool	0151 481 0440
Emmbrook Court, Reading	0118 975 3919	St. George's Court, Sutton Coldfield	0121 352 0023
Forum Court, Southport	01704 533882	Saxon Court, Hove	01273 430761
Fullerton Court, Richmond-on-Thames	020 8943 4844	Tannery Court, Abergele, Wales	01745 823182
Gorselands Court, Liverpool	0151 726 1771	Tiddington Court, Stratford-upon-Avon	01789 204200

**Mrs. Tricia Wicks - Manager**

Southfields Road, Eastbourne, East Sussex BN21 1BT

Tel: 01323 749924

[www.retirementsecurity.co.uk/marlborough-court](http://www.retirementsecurity.co.uk/marlborough-court)





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