



SHW

newhall
RESIDENTS

HOMEOWNERS
WELCOME
PACK
2

Contents

1. About Newhall
2. SHW: Our Managing Agents
3. SHW at Newhall
4. SHW Contact Details
 - 4.1. The Property Management Team
 - 4.2. SHW duties as Managing Agent
 - 4.3. Service Charge Administration
 - 4.4. Service Charge Budget and Accounts
5. Your Responsibilities as a Homeowner
6. Who's Who at Newhall
 - 6.1. Newhall Projects Limited
 - 6.2. Newhall + Harlow Enterprise Zone
 - 6.3. Newhall Residents Association Ltd (NRAL)
7. Frequently Asked Questions (FAQ's)
8. Restrictions and Regulations
 - 8.1. Television Equipment and Aerials
 - 8.2. Television Equipment/Aerials – Fusion and The Edge
 - 8.3: Noise and Nuisance
 - 8.4: Windows
 - 8.5: Signage/Notices
 - 8.6: Private Rear Gardens
 - 8.7: Front Gardens
 - 8.8: Walls, Fences and Other Boundary Delineations
 - 8.9: Alterations
 - 8.10: External Decoration
 - 8.11: Outbuildings
 - 8.12: Refuse
 - 8.13: Bulky Waste
 - 8.14: Vehicles
 - 8.15: Public Open Space
9. Glossary of Terms

1. About: Newhall

Newhall is highly unusual in this country. It is a large, growing residential community, created out of award-winning contemporary housing, which is being designed with a completely new approach, where residents will be given the opportunity to play an active part in taking responsibility for the neighbourhood in which they live, creating a warm community relationship between all residents.

Newhall's development is consistent with the late Sir Frederick Gibberd's founding principles for the new town of Harlow, as it grows into a thriving and self-sustaining "Neighbourhood". Formerly 250 acres (101ha) of farmland and woodland, comprising New Hall Farm, the present plan for the development is for some 2,000 new homes, while still preserving up to 40% of the land for amenity and open space use. A wide variety of housing types, together with parking, community facilities and light commercial and retail premises are being introduced by the landowners, with more to be constructed over the coming years.

The ideal behind Newhall is that, by taking extra care and consideration in all aspects of the design, a high-quality environment will be created for the benefit of all who live and work here.

Substantial areas of open space, in the form of parkland, lakes and woodland, are being retained to enhance the natural environment. Additionally, a number of community buildings will be created to enable residents to meet and participate in discussions on all matters relating to the communal areas, services and facilities. These areas will be known as the Estate Community Land. The Newhall Residents' Association will be established to ensure that all the original aims and objectives, the 'ethos' behind Newhall, are retained and enhanced, as the neighbourhood evolves and flourishes.

Approximately 40% of the original farmland will be retained as parkland and it is intended that every property will be no further than about one block away from parkland or greenery. It is envisaged that the existing streams, woodlands and grasslands will be retained, so that a natural environment will be preserved and enhanced for wildlife.

Careful consideration has been given to the planning of the road systems and adjacent landscaping and, over the coming phases, footpaths, woodland, parkland, play areas, lakes, and the Community Centre will be created for the benefit of the residents and visitors. Once complete, the Community Centre, in addition to providing meeting and social facilities for residents, will be available for hire - this will be an excellent addition to Newhall.

There are currently two play areas in Newhall, one on New Pond Street and the other is in St Nicholas Green. You can use these links to find them.

- **Play Area - New Pond Street:**

What3Words: [///merit.busy.bless](https://www.what3words.com/merit.busy.bless) – <https://www.what3words.com/merit.busy.bless>

■ **Play Area - St Nicholas Green:**

What3Words: [///hopes.basin.pirate](https://www.what3words.com/hopes.basin.pirate) – <https://www.what3words.com/hopes.basin.pirate>

There is also another play area on Church Langley Playing Field, which is a nice walk out of Newhall, past Tellytubby Hill and on the way to Church Langley Tesco:

■ **Play Area, Church Langley Playing Field:**

What3Words: [///email.inspector.hill](https://www.what3words.com/email.inspector.hill) – <https://www.what3words.com/email.inspector.hill>

2. SHW: Our Managing Agents

SHW specialises in managing prestigious residential estates, blocks of apartments and commercial properties.

As a business of Chartered Surveyors, SHW is regulated by its Governing Body, the Royal Institution of Chartered Surveyors ('RICS'), and abides by the Residential Management Code of Practice, approved by the Secretary of State of England and Wales, under the terms of Section 87 of the Leasehold Reform Housing and Urban Development Act 1993. We are also regulated in the conduct of insurance business by RICS.

SHW is a Corporate Member of the Association of Residential Managing Agents ('ARMA') which seeks to promote high standards of management and its members are, amongst other duties, obliged to hold professional indemnity insurance and observe a Code of Practice.

Each year, SHW must provide both of its professional bodies with evidence of sufficient Professional Indemnity Insurance and copies of Independent Auditor's Reports of our Client Accounts.

3. SHW: At Newhall

We would like to introduce ourselves as your Managing Agent. SHW is the Managing Agent appointed by the Landowner, Newhall Projects Limited, on behalf of Newhall Residents Association Ltd., to be responsible for the day-to-day estate management services at Newhall.

SHW prides itself on pro-actively communicating information relating to the management services and on providing residents with a high-quality property management experience.

The information contained within this pack aims to give clarity and to answer any questions you may have regarding the services, the charges incurred, areas of the scheme to which they relate, and the contributions to be paid by each owner and the Landowner.

As the appointed agent, SHW has an abundance of resources to provide the management services required to maintain Newhall to an impeccably high standard. Not only is SHW filled with expertise within their field, but they also have a dedicated Clients Account team who work extremely closely with your dedicated Property Manager. In addition to collecting the Service Charge contributions from all Leaseholders and Freeholders, it will be our responsibility to deal with the day-to-day management of Newhall including the appointment of all service and maintenance contractors.

4. SHW: Contact Details

4.1: The Property Management Team

The day-to-day management of Newhall is undertaken through SHW's London Office, and your dedicated **Property Manager** is **Laura Dinnage** who regularly visits Newhall – predominately weekly on a Thursday.

Laura is supported by **Georgia Busby**, an **Assistant Property Manager** at SHW.

Laura and Georgia visit Newhall regularly to carry out inspections with contractors, thereby ensuring that they are fulfilling their duties diligently and in line with any agreed specification of works set out within the Management Agreement. These inspections will include overseeing repairs and any other issues regarding the management of Newhall. They will be responsible for the issuing of specifications for contracts, such as landscaping, which form part of the appointed contractors' monitoring process and performance assessment.

In addition and onsite we have **Dominic Brownlee**, who is the **Newhall Estate Manager**. He is based in the Newhall Project Office (off Bridge Street/Sparrowhawk Way) and is on duty Monday to Friday, 8:00am to 4:30pm (lunch break between 12:00pm and 1:00pm). Dominic's day-to-day duties include assisting residents and managing contractors to ensure they deliver an excellent service to all residents.

As part of the estate team we also have **Derek Hamilton**, who is **Communication & Community Development Coordinator**. He reports directly to Newhall Projects and is responsible for communicating with residents about all things community and managing our social media channels and the Newhall Residents website.

You can visit our Newhall official community touchpoints using the following links:

- **Website:** <https://newhallresidents.co.uk>
- **Facebook:** <https://bit.ly/NewhallFacebook>
- **Instagram:** <https://bit.ly/NewhallInstagram>

You can also find links to current and historical information by using our Linktree here:

- **Linktree:** <https://linktr.ee/newhallresidents>

The Senior Property Manager, Assistant Property Manager and Estate Manager will be your main points of contact for any queries you may have regarding the external estate areas of the development.

Their contact details are as follows:

SHW Senior Property Manager - Laura Dinnage:

- T: 020 7389 1521
- M: 07534 259602
- E: ldinnage@shw.co.uk

SHW Assistant Property Manager - Georgia Busby:

- T: 020 7389 1530
- M: 07947 373220
- E: gbusby@shw.co.uk

SHW Estate Manager - Dominic Brownlee:

- T: 07943 524923
- E: newhallestate@shw.co.uk

Postal Address:

SHW
14-15 Berners Street
London
W1T 3LJ

Newhall Communication & Community Development Coordinator - Derek Hamilton:

- E: community@newhallproject.co.uk

4.2: SHW Duties as Managing Agent

As Managing Agent, SHW's role can be summarised as follows: Advice and breakdown, also calculation of the Annual Estate Service Budget, showing the estimated and itemised expenditure in respect of the management of The Estate. Items may include inter alia, public liability insurance for common external areas, grounds and landscape maintenance, and building repairs to the communal external parts.

Collection of Service Charges, in accordance with terms of the individual leases or freehold transfer documentation.

Payment to contractors for works associated with the common external areas of Newhall.

Maintaining financial records and preparing year-end Statement of Expenditure as required under the terms of the Leases/Transfer documentation.

Instruction and supervision of repairs to the structure, plant fixtures and fittings, on a day-to-day basis and in accordance with the covenants contained in leases and transfer deeds.

Working with relevant professionals in the production of specifications, such as for the landscaping, and competitively tendering for contracts. These specifications will state the full breakdown of works required for each contract placed.

For larger elements of capital works, appointing building surveyors to specify and tender the works competitively, whilst SHW reports to its clients, before serving appropriate Consultation Notices complying with the Landlord and Tenant Legislation.

Regular inspections and meetings with contractors at Newhall.

Placing buildings, engineering, mechanical and plant, and public liability insurances for the property by SHW's insurance department, where required by the Freeholder.

Placing Leasehold Legal Expenses Insurance. This policy meets the cost of the Management Companies in defending any application made to the Leaseholder Valuation Tribunal by a Leaseholder or a Freeholder.

4.3: Service Charge Administration

The service charge year end for Newhall is 31st December and each year, your Service Charge contribution is due quarterly in advance on:

- 1st January;
- 1st April;
- 1st July and
- 1st October.

There is a dedicated Service Charge Team based in SHW's Brighton Office. The Service Charge Team oversee the accounts for Newhall and work very closely with the Senior and Assistant Property Managers in the preparation of your Service Charge statement. They can help with payment queries and in some cases set up payment plans.

If you have any queries regarding your Service Charge account, please do contact the Property Management Accounts Department at:

- **Address:**
SHW
Lees House
21 – 33 Dyke Road
Brighton, BN1 3FE
- **Telephone:**
01273 876200

4.4: Service Charge Budgets and Accounts

At the start of each Financial Year, a Service Charge Budget is prepared, and a Service Charge Invoice is raised, in accordance with the terms of your Lease or Freehold Transfer.

You will be issued with your Service Charge Invoice, together with a copy of the annual Service Charge Budget, which includes Notes of Explanation clarifying the extent of the management services and associated costs to be provided at Newhall.

The invoice will be issued quarterly, usually four weeks before your payment due date. This enables us to answer any queries you may have, before your payment is due.

Your contribution, along with that of your neighbours, collectively makes up the Service Charge Fund, and it is this communal fund which serves the Estate and provision for services thereon. The Service Charge Fund is the only income available to meet the service and maintenance liabilities at Newhall and should payment not be received, in accordance with your Lease and Freehold Transfer, we may be unable to pay contractors and service providers.

Methods of paying your Service Charges can be found on the reverse of the invoice.

At the end of the Financial Year, a Statement of Expenditure of the Service Charge Fund is produced and uploaded to the website. If you require a hard copy, please contact one of the SHW Team.

At the end of the financial year, if the expenditure has exceeded the amount estimated in the Service Charge Budget, an additional levy may be required to balance actual expenditure against the budgeted figure, although this could be offset against reserves that have been accrued from previous accounting periods, given that previous surpluses have been applied to reserves.

At the end of the financial year, if the expenditure is less than the annual Service Charge Budget, then the Statement will show a credit and, generally, this is transferred to the Reserves to help finance future major works.

If you sell your property before the end of a Financial Year, or during the period for which the Service Charge has already been invoiced, you remain liable for payment of the full sum demanded. Your Solicitor will claim a share from your purchaser at the point of sale. Under the terms of your legal documentation, you are required to notify us, as your Managing Agent, if and when you are intending to sell your property. Similarly, if you have an invoice that shows a sum due from before your purchase, your Solicitor should have claimed this from the vendor, in which case, please address your queries to the Solicitor who acted for you in your purchase.

All Service Charge monies held by SHW, as Managing Agent, are placed in designated and separate Client Bank Accounts, bonded by the RICS Clients' Money Protection Scheme.

5. Your Responsibilities as a Homeowner

If you are an owner of a freehold house, you are responsible for the maintenance, repair, re-decoration (in accordance with the original design), building and contents insurance of your property.

Whether you live in an apartment or a house at Newhall, SHW strongly recommends you arrange insurance for the contents of your home, because your own possessions, furniture and equipment are not covered by any of the insurances arranged by SHW.

The difference between communal liability and individual liability is dealt with in detail in individual Leases or Freehold Transfer Document (TP1). This is always the first document to check, when in doubt of liability. You may also refer to your original conveyancing solicitor.

Please ensure you understand your lease or transfer document, because this identifies your responsibilities. Your conveyancing solicitor will assist you also if you are in doubt.

All homeowners have common Restrictive Covenants contained within their leases or freehold transfer documents, which will have been drawn to your attention by your solicitor at the time of purchase, but you should ensure you are familiar with these and abide by these covenants.

These set out the day-to-day 'housekeeping' associated with communal living. These will also explain your obligation to contribute to a proportion of the cost of the Estate Service Charge.

The documentation may include covenants relating, *inter alia*, to keeping pets, noise and loud music, hanging out of washing, car parking, parking of commercial vehicles, displaying of For Sale or To Let boards.

It will also include covenants regarding a restriction in respect of erecting satellite dishes/TV Aerials. For a definitive list, please refer to your lease or Transfer documentation.

The SHW Team can of course also offer advice and assistance as to which restrictions and estate regulations affect each property, along with guidance on keeping to the original design and using the original material when redecorating, maintaining or repairing your property.

In addition, Chapter 10 of this Welcome Pack contains some of the more common Restrictions and Regulations to which all owners within Newhall must adhere.

6. Who's Who at Newhall

6.1: Newhall Projects Limited

Newhall Projects Limited is the Company created by the landowners of Newhall. The previous land use was farming, and the land has been in the ownership of the same family for four generations. It is Newhall Projects Limited who facilitates the disposal of each land parcel to developers.

The Directors of Newhall Projects Limited are members of the original family; they have fond memories and a lot of respect for the farming family, with strong connections and attachment to the land and believe they have a responsibility to the quality and design of what will eventually replace the farmland. This is fundamental to their Directors' vision of the development of Newhall.

The design of Newhall began through partnering with the much-respected Roger Evans Associates, as design architects, who developed the urban design Master Plan for the scheme.

6.2: Newhall + Harlow Enterprise Zone

Newhall is conveniently located to the Harlow Enterprise Zone, which occupies a strategically significant site along the UK's Innovation Corridor, with close proximity to London, Cambridge, Stansted Airport and the M11 making it a premier business location.

Harlow is the birthplace of fibre optics and fibre optic telecommunications technology were invented at STC (now Kao Park) by George Hockham and Sir Charles Kao, for which they won the Nobel Prize for Science.

The Harlow Enterprise Zone continues to build on this tradition for innovation and enterprise with a campus environment for exciting businesses creating new technologies and generating economic growth.

The Zone includes two specific areas close to Newhall:

- London Road South: Kao Park) - Offering 'Grade A' office space as well as the largest data centre development in the south east of England (Kao Data).
- London Road North: Harlow Science Park - Currently offering space within Nexus and mid-tech buildings in Modus with the site also home to the Arise Innovation Hub and more flexible workspace and a café to come in 2023.

The Harlow Enterprise Zone also has a third location at:

- Templefields: An existing industrial estate offering manufacturing space and longer term redevelopment opportunities with access to superfast broadband.

The Enterprise Zone in Harlow focuses on businesses from the Health and Allied Industries, Advanced Manufacturing and Information Communication Technology sectors and has the potential to create up to 5,000 jobs.

6.3: Newhall Residents' Association Ltd (NRAL)

It is expected that ultimately, the development will comprise of around 2,000 homes. The legal structure has been created from the outset to incorporate the Residents'

Association which, in time, will have a role in the management of the Newhall Community Centre, landscaping and the estate in general.

It is envisaged that the first society representing the first phase will be created to allow residents an active involvement in Newhall. This will follow on from the opening of the Community Centre building, currently due for completion mid to late 2025.

At present, Newhall Projects Limited controls the Residents' Association and structure, acting on behalf of the community as a whole. When formed, the Newhall Residents' Association will be a corporate body and will have responsibility for the estate in perpetuity. This Company will be the focal point of the community as a whole.

Officers of the Company will consist of a number of professional consultant members, appointed by Newhall Projects Limited, and a number of homeowners, who will be nominated by their neighbours to join as committee members of the Association, working alongside the Council of Management.

7. Frequently Asked Questions (FAQ's)

Q1: "What is the definition of the estate, and to which areas within Newhall does this relate?"

A1: *The land is defined in each of the Legal Transfer documents. The land and each further phase of the development will form part of the estate. For this reason, Newhall Projects Limited contributes significantly to the costs and will continue to do so for the foreseeable future.*

Q2: "I have to pay Council Tax, so why is the maintenance of Newhall not covered within my Council Tax? Am I entitled to a Council Tax reduction as a result?"

A2: *For a number of years, local authorities have been reluctant to adopt and therefore maintain in the future, public open space areas created in new developments. In essence, this is because, when an authority takes on this responsibility, it becomes responsible for all upkeep costs.*

Nowadays, it is commonplace for developments that incorporate public open space areas to maintain them privately, as is the case here at Newhall. The local authority does not offer reductions in Council Tax to owners on such developments.

Q3: "If we are paying a maintenance charge for the upkeep of the communal open spaces, then is Newhall a private estate?"

A3: *The roads are to be adopted by the local authority and open for public access, so others apart from residents and their guests can enjoy the green open spaces within Newhall. This is a planning condition, imposed by the local authority.*

Q4: "Which areas will be adopted, and when? When these areas have been adopted, will the Service Charge be reduced accordingly?"

A4: *The main access roads into Newhall and those leading to other areas of the development, some pavements, junctions, squares, driveway access points, (with one or two minor exceptions), are, or will be, adopted by the local authority.*

However, some pavement lighting, parks, play areas, street trees and plantings are not adopted. Therefore, these latter areas form part of the maintained areas of the estate, for which Service Charge contributions are collected from each property. Responsibility for roads/pavements which are to be adopted remains with the respective developer. None of the Service Charge monies which SHW collects is used to finance works etc to these areas.

Q5: “Isn’t the maintenance and upkeep of the roads the developer’s responsibility, until they are adopted? If so, why are we paying for this?”

A5: *It is correct that until adoption has been achieved, the various roads are the developers’ responsibility. As above – none of the Service Charge monies which SHW collects is used to finance works etc to the adoptable roads.*

Q6: “Can you confirm if the Service Charge will increase and, if so, by how much?”

A6: *Service charges invariably increase, as commodity and supply costs rise, and so we anticipate there will be ongoing increases in the Estate Service Charge in the future.*

Once completed, the community facilities will consist of a Community Centre, Sports Fields, School, Nursery, Waterway, Additional Children’s Play areas, and a variety of retail units. Every annual Estate Service Charge will reflect a fair and reasonable increase, as appropriate, to make an allowance for amenities and facilities which will be completed in that financial year.

Q7: “When I purchased my property, I was not informed that I would have to contribute to the Estate Service Charge”.

A7: *Your solicitor has a legal obligation to explain your legal documentation, so that you fully understand your covenants with regard to your liability for the payment of Service Charge. If this issue was not discussed when you completed the purchase of your property, you may need to contact your solicitor.*

Q8: “What is Newhall Projects’ responsibility and what are the responsibilities of the Managing Agent? Who do I go to with my query?”

A8: *SHW is your Managing Agent, instructed by Newhall Projects Limited, to manage the communal external areas within Newhall. Therefore, all such queries should be addressed to SHW.*

If the query relates to a maintenance issue, this will need to be raised with your Property Managers, Zack Jermy and Georgia Busby. If the query is regarding your Service Charge account, then this should be raised with the Service Charge Team in Brighton. If any queries received are for the attention of Newhall Projects Limited, SHW can forward these.

Q9: “Why is Newhall Projects Limited making decisions on behalf of the residents? How can we have our say?”

A9: *Until transfer of NRAL to the residents is effected, Newhall Projects Limited retains overall responsibility for Newhall. At present, Newhall Projects Limited contributes considerable sums to the Estate Service Charge and in fact has contributed in excess of £700K over recent years. See details above under point 6.*

Q10: “Are there not covenants to prevent people from making external alterations to their home? I’ve noticed a few alterations on site that are not in keeping with the overall style of architecture. What is Newhall Projects Limited doing about this?”

A10: *There are restrictive covenants controlling the external appearance of the properties, which safeguard the unique architectural spirit of the scheme. Whilst there is a presumption against any alterations, applications can be made for alterations to Newhall Projects Limited.*

Where properties have made alterations without consent, they will need to rectify these prior to any sale. In extreme cases legal action may be taken where there is a need to maintain the quality and design for the benefit of all.

Q11: “What should I do if I have a complaint?”

A11: *Firstly, you should bring your complaint to the attention of your dedicated Property Manager, Zack Jermy and Georgia Busby. However, if the complaint cannot be dealt with by them, please contact Paul Farrell, Partner of SHW, details are as follows:*

Paul Farrell:

- T: 020 7389 1516
- E: pfarrell@shw.co.uk

Address:

- SHW
Lees House
21-23 Dyke Road
Brighton
BN1 3FE

8. Restrictions and Regulations

The following provides information regarding the Restrictions and Regulations, detailed within your Lease/Transfer document. These restrictions and regulations may be updated from time to time, and you will be notified by SHW whenever this happens.

8.1. Television Equipment and Aerials

You are not permitted to attach any aerial, satellite dish or other communications apparatus to the exterior of any communal building, without the landowner’s

consent. There is a communal system in place that serves the whole of Phase I, The Edge and BASE.

If you are experiencing any problems with your TV or satellite reception, please contact SHW, in the first instance.

8.2: Television equipment/aerials – Fusion and The Edge

For residents at Phase II - Fusion, please note that you are not permitted to connect to any external sky dish or aerial. Bellway have installed BT Fibre Optic inside your home. SHW has worked with SCCI bring Virgin Media to Fusion and residents on Base should have access to Hyperoptic and/or Virgin Media. This gives residents an additional choice of provider and level of service.

8.3: Noise and Nuisance

Please be mindful of the level of noise you may be creating and do please avoid creating noise which may cause annoyance to other residents or visitors. No noise should be audible outside your property - your Lease and Transfer document will include details of specific restrictive hours.

You are not permitted to behave in such a manner so as to be a nuisance to the owners or residents of adjoining properties, or to the general public.

8.4: Windows

You are not permitted to change your windows, without obtaining consent from Newhall Projects Limited. You are not permitted to hang clothes, flags or other items from windows, though curtains or blinds suitable for a residential dwelling should be hung internally.

8.5: Signage/Notices

You are not permitted to erect or to allow any other party to erect 'For Sale' or 'To Let' signs for the first two years after completion of the purchase of your property.

After this, you must comply with the general restrictions of Newhall. Information about up-to-date restrictions will be available from the Newhall Team.

8.6: Private Rear Gardens

If your home has a private rear garden, it is your responsibility to maintain the planting and landscaping within it.

You must not plant any *chamaecyparis leylandii*, or similar fast growing conifers in your garden. You must not leave garden waste on any part of Newhall, other than areas designated for that purpose.

8.7: Front Gardens

If your home has the benefit of a front garden, it is or may be subject to a condition that the NRAL maintains it, via the Estate Service Charge.

Because your front garden was designed within the limitations of the overall planting scheme for Newhall, you are not permitted to make any changes to the hard or soft landscaping or layout of the front garden.

However, should you wish to make any changes, completed details of the design layout and chosen specimen planting for such changes must be submitted to Newhall Projects Limited, through SHW, for their consideration.

8.8: Walls, Fences, and other Boundary Delineations

Generally, walls dividing two attached freehold properties will be party walls and a shared responsibility between the two properties. Walls and fences dividing garden or recreational areas will be the responsibility of one of the properties adjoining, as indicated on your transfer plan.

Any repairs or maintenance of party walls or boundaries are the responsibility of the owner of each property sharing the wall or boundary and each owner must contribute equally to the costs or and works. The required works must be agreed and arranged between each property owner.

Your original purchase documentation will provide details of the areas shared with your neighbour. If you need any further assistance, please contact the SHW Team

8.9: Alterations

You are not permitted to carry out any external alterations, or additions to your property, without having previously obtained written consent from Newhall Projects Limited.

This means that you cannot build any extensions or conservatories or change the external design or decoration of your property, without obtaining the written consent of Newhall Projects Limited. Such consent is entirely at the discretion of Newhall Projects Limited and any approval given will be on a case-by-case basis and should not be seen as setting a precedent.

In all cases, refusal of permission by Newhall Projects Limited takes precedence over local authority Planning Department consent, so it is advisable to consult with Newhall Projects Limited before approaching the local authority.

Any alterations built without express permission may be taken action against and in any event Newhall Projects Limited will not be able to confirm as part of any sale process that the covenants have been adhered to.

8.10: External Decoration

Newhall is an award-winning scheme, based on design and finishes that enhance and maintain the presentation of the entire development.

Many of your neighbours bought into the development because of the holistic approach of the design, specification and standard of finishes applied to the properties, to present a consistence approach to presentation of each component part.

For this reason, you are restricted in any changes you may wish to make to the type, colour or quality of the external materials used in the original construction of your property, without obtaining the previous written consent of Newhall Projects Limited.

This means, for example, if you wish to change the style or colour of the front door of the property, you must first obtain written consent from Newhall Projects Limited.

Consent will only be given where, in the opinion of Newhall Projects Limited, and its professional advisors, the changes are consistent with the overall Newhall design scheme.

In cases where alterations are not consistent with the overall Newhall design scheme, you will be obliged to reinstate the work to a standard and design consistent with the wishes of Newhall Projects Limited.

If you are unsure on the colour of paints used, please contact your Estate Manager, Dominic Brownlee, from whom details of the relevant colour palette can be obtained.

8.11: Outbuildings

You may not erect any sheds, greenhouses, playhouses or other structures in any garden, patio, driveway or other open space forming part of your property, without obtaining written consent from Newhall Projects Limited.

8.12: Refuse

To maintain the overall presentation of the development, no dustbins or refuse bags may be placed in the front of the property, except on such days as are recognised as a refuse collection day.

8.13: Bulky Collections/Fly Tipping

Harlow Council offers a bulky collection service to pick up unwanted household items.

Electrical items, such as washing machines, fridges, fridge freezers, ovens, microwaves, hoovers and computers can be recycled. Please do not dump any such items in the bin stores or anywhere else on the development, as these will not be collected and the Service Charge will need to be used to pay for a private contractor to dispose of the items.

Non-electrical items, such as furniture and smaller household items, which are not currently recycled by the Council, are chargeable for collection. The charge per booking depends on the quantity. However, prices are reasonable.

You can book a bulky collection online at:

- <https://www.harlow.gov.uk/bins-and-recycling/special-waste-collections/bulky-waste>
- or
- <https://www.harlow.gov.uk/contact-harlow>
- or
- Telephone: 01279 446655

8.14: Vehicles

Your vehicle must not obstruct in any way the roadways serving your or your neighbour's property.

You must not park any commercial vehicle exceeding 25cwt, any caravan, motor boat, or any vehicle bearing any sign or advertisement within the Newhall development, other than in a garage, unless for the purposes of loading or unloading goods and deliveries by a supplier.

Commercial vehicles, caravans or motorboats are only permitted to be left or parked within any garage forming part of your property, with the garage door kept closed when not in use for accessing the garage.

No vehicles may be parked on the estate, save in the designated visitor's spaces or car parking bays and should not be parked on footpaths or verges.

8.15: Public Open Space

The Public Open Spaces within Newhall form approximately 40% of the original farmland. This is to be retained as parkland and it is intended that most properties will be within about one block away from parkland or greenery.

The public open spaces at Newhall are generally for the benefit of all residents and visitors, and are maintained by the Managing Agent, instructed by Newhall Projects Limited, acting on behalf of the NRAL. You must not plant, cut or remove any tree or plant in the landscaped areas, or otherwise interfere with the landscaping.

Horses must be ridden or led only along vehicular carriageways or dedicated bridleways. Horse riding is not permitted on open green space, pathways or play areas. Dogs are not permitted to roam freely on these areas and must be kept under control at all times.

All dog litter must be cleared up and placed in the appropriate receptacles. These are emptied by the Estate Management Team at regular intervals.

Where signage is displayed, this must be abided by and not defaced.

No fishing is permitted in any of the reed beds, streams or ponds at Newhall. Please report any such activities to SHW.

The shooting of any game or animal within the open spaces at Newhall is not permitted. The use of the open spaces is for residents, their guests and children and visiting public to peacefully enjoy and the use of guns or other weapons is strictly prohibited.

9. Glossary of Terms

- **Assignment:** The transfer of a lease from one person to another, usually by sale. Conditions regarding the transfer may apply. Conditions will be contained in the Lease or Transfer Documentation.

- **Breach:** The breaking of an agreement or contravening of a clause within an agreement; failure to do what a party says he/she will, or will not do, in an agreement.
- **Clause:** Sub-division of a document, to contain certain terms or provisions of an agreement or contract. Usually numbered consecutively and sub-clauses may follow.
- **Community Centre:** The farm building, to be converted for the benefit of all who live at Newhall, which will form the community facilities.
- **Contractual Obligation:** A legal obligation imposed and, if not complied with, breaches the agreement.
- **Conveyance:** The legal transfer of a freehold property, from one person to another, usually by sale.
- **Covenants:** The terms contained or implied in a lease or transfer, which cast positive and negative obligations on the parties to the document.
- **Deed:** A formal written legal document, which must make clear that it is intended to be a deed. The main requirements are that it must be signed by its maker in the presence of a witness or, at the maker's direction, in the presence of two witnesses. A deed normally takes effect on delivery, which consists of handing it to the other party.
- **Demise:** A legal term, meaning to lease for a period of time e.g. "the Lessor hereby demises to the lessee all that ground floor flat known as.....". The property demised is referred to as the demised premises and the lease should contain a full description of the property, plus a plan annexed to the lease.

A precise definition of the demised property is particularly important when it comes to determining who is responsible for repairs and maintenance, particularly such things as window frames, glass, front doors, bathroom fittings, etc.

- **Estate Service Charge:** The service charge, payable by all owners at Newhall, towards the upkeep of the communal areas in this development.
- **Freeholder:** The outright owner of the land. A freehold is the strongest form of title over land, under English Law.
- **Inter Alia:** Latin for 'among other things'. This phrase is sometimes found in legal pleadings and writings to specify one example out of many possibilities.
- **Leaseholder / Lessee:** The person who acquires the lease of a property for a fixed term.

- **Landlord/Lessor:** The owner of a Building, who leases the properties within a building to the Leaseholder. The Lessor is not always the freeholder of the land.
- **Managing Agent:** An organisation, appointed by the freeholder or Landlord/Lessor or Management Company/Residents' Association, to carry out some or all of the management responsibilities imposed under the terms of the lease.
- **Management Agreement:** A legal contract, appointing a managing agent. This document details the duties and fees payable for the services the agent provides.
- **Management Company:** A Company, whose main purpose is the management and administration of a block of flats and /or an estate.
- **Payment on Account:** An interim or advance payment, by a leaseholder, towards the costs of services for which they will be liable when the final costs have been calculated, usually at the end of each financial year, as described in the lease or transfer.
- **Public Liability Insurance:** An insurance policy, designed to protect members of the public, injured or affected by an accident or occurrence on private land.
- **Warranty:** A formal guarantee, given by one party to another, about a statement of fact for condition of an object.

Please note that the explanations in the Glossary of Terms are not legal definitions, and are included to assist with the understanding of the wording within this Welcome Pack, your lease or Transfer Documents.

The information is based on the general covenants but as different phases were built, the documentation may have some slight variations. You are therefore advised to check the details of your specific Lease/Transfer for clarification on any of the points covered in this Pack.

SHW hopes that you find the contents of this Welcome Pack useful in answering any queries you may have in respect of life at Newhall. We hope also that you will enjoy living at Newhall, and we look forward to connecting with you in the future.